

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 11, 2021 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS/AWARDS/PRESENTATIONS:**
- ☐ **A. Parkland Center Presentation Jon Rooks**
- ☐ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk**
 - B. Carlisle's Lease – Arena City Manager**
 - C. Social District Permit Recommendation Economic Development**
 - D. Request for Proposal Approvals Community & Neighborhood Services**
 - E. Sale of Vacant Lot – 1210 Morgan Planning**
 - F. Updated User Fees for Parks Department Finance**
 - G. 3rd Quarter Budget Reforecast Finance**
 - H. County Water System Easement Public Works**
 - I. Port City Industrial Park – Engineering Public Works**
 - J. Port City Industrial Park – Forestry Public Works**
 - K. Spring Street – Change Order #003 Public Works**
 - L. 425 Agreement Business Park North Removal Economic Development**
 - M. Finance Director Appointment City Manager**
 - N. Sale – 246 Monroe Avenue City Manager**
 - O. Purchase of Truck for Elections City Clerk**

P. Sale – 235 Monroe City Manager

Q. Sale – 244 Monroe City Manager

☐ **PUBLIC HEARINGS:**

A. 5-Year Regional Consolidated Plan/Annual Action Plan Hearing
Community & Neighborhood Services

☐ **UNFINISHED BUSINESS:**

A. Reconsider Community enCompass Development Agreement Amendment Commissioner German

B. Community enCompass Development Agreement Amendment
Economic Development

☐ **NEW BUSINESS:**

A. Farmers Market – Waiver of Fees for Muskegon Lakeshore Chamber of Commerce City Clerk

B. Resolution to Place Charter Amendment on the November 2, 2021 Ballot
City Clerk

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the April 20, 2021 Special Meeting and the April 27, 2021 Regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

MINUTES
CITY OF MUSKEGON
SPECIAL CITY COMMISSION MEETING
Tuesday, April 20, 2021 – 5:30 p.m.

Muskegon City Hall, 933 Terrace Street, Muskegon, MI 49440
Commission Chambers

2021-Eval

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

Absent: None.

Public Comments received.

Closed Session – City Manager Evaluation

Frank Peterson, City Manager, requested to go into closed session to discuss his evaluation.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson to go into closed session to discuss the City Manager's evaluation.

ROLL CALL: AYES: Rinsema-Sybenga, Johnson, Hood, Gawron, Ramsey, and German

NAYS: None.

Absent: Commissioner Emory.

MOTION PASSES

Open Session

Motion by Commissioner Ramsey, seconded by Commissioner Emory to return into open session.

ROLL CALL: AYES: Emory, Johnson, Gawron, Hood, Ramsey, German, and Rinsema-Sybenga.

NAYS: None.

MOTION PASSES

The Special Meeting adjourned at 7:37 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 27, 2021 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor, and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, April 27 2021.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron (Muskegon, MI), Vice Mayor Eric Hood (Grand Rapids, MI), Commissioners Ken Johnson (Muskegon, MI), Dan Rinsema-Sybenga (Muskegon, MI), Willie German, Jr. (Muskegon, MI), Teresa Emory (Muskegon, MI), and Michael Ramsey (Muskegon, MI), City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

HONORS/AWARDS/PRESENTATIONS:

A. Home Rehab Good News Development Services/CNS

Staff is sharing good news of another completed home rehab by Community and Neighborhood Services. The home was acquired through tax foreclosure, we invested approximately \$135,000, and the home is appraised at \$125,000. An offer was received the same day the house was listed, and staff is working through the closing process.

PUBLIC COMMENT ON AN AGENDA ITEM: Public comments were received.

2021-38 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the April 12, 2021 Worksession meeting and the April 13, 2021 Regular City Commission meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Fireworks Display Permit for City of Muskegon City Clerk

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a

fireworks display permit for July 3, 2021 in downtown Muskegon. The fire Marshall will inspect the fireworks on the day of the event.

STAFF RECOMMENDATION: To approve the fireworks permit contingent on inspection of the fireworks and approval of insurance.

C. Request to Fly the Norwegian Flag City Clerk

SUMMARY OF REQUEST: Sons of Norway are requesting permission to fly the Norwegian Flag at City Hall on Constitution Day (Independence Day) which is Monday, May 17, 2021.

STAFF RECOMMENDATION: To approve the request.

D. Temporary Extension of Service Area for Smash Wine Bar City Clerk

SUMMARY OF REQUEST: Staff is seeking approval from the Commission to write a letter to the Michigan Liquor Control Commission to allow for the temporary extension of the service area (approved in 2020) for Smash Wine Bar to be extended until November 30, 2021.

STAFF RECOMMENDATION: To approve the request to temporarily extend the outdoor service area for Smash Wine Bar.

E. Downtown Muskegon Social District Plan and Map Amendments
Economic Development

SUMMARY OF REQUEST: Requesting approval of an updated Muskegon Downtown Social District plan and map, removing the CIO Hall, 490 W. Western Avenue from the district.

The Muskegon City Commission approved the Downtown Muskegon Social District in August. The social district law does not allow non-profit, special event beer licenses in the district if the district is operating. Staff and commission do not want to shut down the social district for special events. Port City CIO Building Association, a non-profit of union users of the building at 490 W. Western, has requested to be removed from the Muskegon Social District. The building does not have a permanent liquor license. The commission needs to approve an amended social district plan, a new social district map and an accompanying resolution.

STAFF RECOMMENDATION: I move to approve an amended Muskegon Downtown Social District plan and map in conjunction with a resolution removing 490 W. Western Avenue from the district.

F. Social District Permit Recommendation Economic Development

SUMMARY OF REQUEST: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District. With the establishment of the Downtown Muskegon Social District, participating licensed establishments

must first receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial eight such requests at your August 25 and September 8 meetings and subsequently approved 17 establishments. The attached resolution is for a second location for Burl & Sprig (former Boar's Belly) which is also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.

G. Harbor 31 Viridian Shores Housing Development Neighborhood Enterprise Zone Resolution of Intent Economic Development

SUMMARY OF REQUEST: The development team at Harbor 31 has requested that the City of Muskegon create a Neighborhood Enterprise Zone around certain parcels at the Harbor 31 development site intended for owner-occupied housing units.

The developers have planned a multi-phase, multi-use buildout for the Harbor 31 site which includes single family detached residential as well as owner-occupied townhomes. In order to make these homes marketable due to the large amount of environmental mitigation required, the developer has requested that an NEZ district be created so that future buyers can request Neighborhood Enterprise Zone certificates for their respective home builds. The process laid out in the attached resolution will comply with Public Act 147 of 1992 (NEZ Act) so that the City properly notices taxing jurisdictions and holds the required public hearing in the time frames as stipulated. Keep in mind that simply creating the NEZ district does not provide any owners with a tax abatement, only the ability to request one from the city in the future, which will require commission approval.

STAFF RECOMMENDATION: To approve the Resolution of Intent to create a Neighborhood Enterprise Zone as presented.

H. Lakeshore Drive Settlement Fund Conveyance Economic Development

SUMMARY OF REQUEST: The Lakeside Business Improvement District has been working with the Department of Public Works through their staff liaison for some time to settle some issues with the Lakeshore Drive Improvement Project. The following details a proposed arrangement to satisfy all parties concerned.

The Lakeside Business District and several residents have voiced concerns about what they perceive to be substandard work by contractor Jackson-Merkey. This includes some small flatwork concrete issues, poor landscaping in public areas,

and other punch list items. Recently, the Department of Public Works has received some settlement dollars from the contractor due to these and other deficiencies in the project. DPW and the Economic Development Department advocate conveying \$35,000 of these funds to the Lakeside BID in a one-time payment to allow them to take the lead on repairing landscaping, streetscape features, and to defray future labor and material costs to DPW for things like snow removal on sidewalks and other maintenance. This would be in addition to the approximately \$22,000 that the BID is set to collect from their first special assessment collection and would set them up well to do their stated work plan. It would also keep money in Lakeside that was recovered by the City for improperly completed work by one of our contractors. The city stewards the BID funds, making this in effect a fund transfer.

AMOUNT REQUESTED: \$35,000 AMOUNT BUDGETED: N/A

FUND OR ACCOUNT: Contract Settlement with Jackson-Merkey

STAFF RECOMMENDATION: To approve the conveyance of \$35,000 to the Lakeside BID as presented.

I. Consumers Energy Easement Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve the easement requested by Consumers Energy at 1651 Beach Street.

Consumers Energy needs to replace a failing electric cable that provides electric service to The Deck along with the city owned charging station at Pere Marquette Park. In addition to this work Consumers Energy is proposing to relocate the electric transformer for The Deck that is currently nearing the end of its service life. All new cables will be underground with pad mounted transformers located above ground. The proposed easement is outlined in the attachment. The easement language has been reviewed and accepted by legal counsel.

STAFF RECOMMENDATION: Authorize staff to approve the easement to Consumers Energy for 1651 Beach Street.

J. Water Filtration Plant & Harvey Pump Station Building Repairs Public Works – Filtration

SUMMARY OF REQUEST: Staff is requesting authorization to contract with multiple contractors for building repairs and upgrades at the Water Filtration Plant and Harvey Pump Station.

Staff has been working since 2019 to create a plan to address a number of problems that have developed in the buildings at the Water Filtration Plant and the Harvey Pump Station.

Four major projects will occur at the Water Filtration Plant:

- The roofs on two buildings will be replaced. A 2018 assessment found these two roofs to have failed, and they currently leak during rain storms

and snow melt.

- Over 100 windows will be replaced on five buildings. These windows have experienced seal failures. Lintels that have corroded and have become a major source of leaks will be replaced.
- Masonry repairs will occur on five buildings where brickwork is cracked, pulling away from the buildings, or in need of tuck pointing. New control joints will be created where necessary. Damaged limestone will be repaired.
- Excessive condensation will be addressed with ventilation upgrades in three buildings. The intake and exhaust of the dehumidification system will be modified to bring it to code.

Five major projects will occur at the Harvey Pump Station:

- The roof on the pump station building will be replaced. A 2018 assessment found this roof to have failed.
- The windows of the pump station building will be replaced. Some of the current windows can no longer be opened, creating ventilation issues in the summer. Others do not close completely, creating heating issues in the winter.
- The original plumbing for the floor drains has corroded away and will be replaced.
- The 5.0 million gallon in-ground reservoir will have a membrane placed over its cap. This will require sand and top soil to be removed from the top, roofing material to be installed, and the sand and topsoil to be put back in place with new grass. This project has been recommended by the state.
- New fencing will be installed around the perimeter of the pump station and reservoir property.

Staff is requesting the following bids be approved:

<u>Contractor</u>	<u>Project</u>	<u>Cost</u>
CS Erickson	Electrical	\$67,720
DHE Mechanical	Mechanical & Plumbing	\$119,400
Ostrander	Roofing	\$832,674
Ram Construction	Masonry & Restoration	\$382,415
Grand Valley Glass	Glass & Aluminum	\$208,575
Accurate Excavators	Earthwork	\$183,500
Boerman Fence	Fencing	\$48,345

Total Bids**\$1,842,629**

Staff is requesting a maximum of \$530,178 for an owner's allowance to cover permits, general construction costs, owner-project specific allowances, owner/construction contingency, inspections & testings as well as consulting costs. This cost was estimated by Construction Simplified, the firm that is working as the owner's allowance Rep for this project. The construction management portion of the owner's allowance was not put out for bids. Construction Simplified has worked with the City on other projects and has added value to this project with their expertise in construction project management, in particular, overseeing the multiple contractors and the two locations that are a part of this project. The total cost of this project, which includes the owner's allowance and the bids listed above, will be \$2,380,007.

The project will be funded by location, as the WMRWA will contribute the costs of the repairs at the plant, but not at the pumping station. The amount requested that was not budgeted will be addressed in the FY 21-22 budget. The project will start in FY20-21 and continue in FY 21-22. The breakdown is estimated as follows:

	<u>FY 20-21</u>	<u>FY 21-22</u>
Water Filtration Pump (92008)	\$300,000	\$1,272,804
Harvey Pump Station (92007)	\$213,250	\$593,953
AMOUNT REQUESTED:	\$2,380,007	AMOUNT BUDGETED: \$2,000,000
FUND OR ACCOUNT: 591-92007	\$807,203	\$1,040,000
591-92008	\$1,572,773	\$960,000

STAFF RECOMMENDATION: Authorize staff to contract with CS Erickson, DHE Mechanical, Ostrander, Ram Construction, Grand Valley Glass, Accurate Excavators, and Boerman Fence for total amount of \$1,842,629 with an included owner's allowance of \$530,178 to perform building repairs and upgrades at the Water Filtration Plant and Harvey Pump Station.

K. Marshall Street Water Tower Painting Public Works – Filtration

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Fedewa, Inc. for painting and modifying the Marshall Street water tower.

The Marshall Street water tower is located in the Jackson Hill neighborhood and highly visible from the Moses J. Jones Parkway. The tower's exterior and interior coatings are beyond their expected lifetimes, and a 2019 inspection found the coatings to be deteriorating and delaminating. The exterior tower coating continues to chalk, fade, and lose its gloss.

The project will involve a complete overcoat of the tower exterior and also includes repairs to the interior coating. Additionally, the cathodic protection

system that prevents corrosion of the structure has failed and will be replaced. Other modifications will take place to bring the tower into compliance with current safety standards and drinking water regulations. The artwork on the tower will be changed to the Muskegon Public Schools symbol with the phrase *Big Red Nation*.

Staff continues to work alongside Dixon Engineering to oversee the design, bidding, construction, and post-construction phases of this project. Dixon has extensive knowledge of the city's water towers and has managed many of our past water tower projects and inspections. Nine proposals were received for painting and modifying the water tower. Dixon has evaluated the bids and recommends the lowest bid of \$265,699.00 from Fedewa, Inc.

The project is budgeted as part of the FY 20-21 budget. The project is scheduled to begin in September, so funds will be carried over to the budget for FY 21-22.

AMOUNT REQUESTED: \$265,699.00 AMOUNT BUDGETED: \$325,000.00

FUND OR ACCOUNT: 591-92035 FUND OR ACCOUNT: 591-92035

STAFF RECOMMENDATION: Authorize staff to contract with Fedewa, Inc. in the amount of \$265,699.00 to paint and modify the Marshall Street water tower.

L. Hartshorn Marina Engineering Services Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to hire Abonmarche to provide engineering services related to previously identified facility improvements needed at Hartshorn Marina.

Staff worked directly with Abonmarche to develop a proposed scope of work based upon the Engineering Study that was prepared by Abonmarche related to necessary facility improvements at Hartshorn Marina. Staff and the Commission have previously pursued MDNR grants to help fund the project but were unsuccessful and did not see a path forward utilizing MDNR (or other) grants for the project, as such staff is recommending that the project be pursued with ARPA funds or through a Bond Sale to expedite the necessary upgrades to the facility.

The project work will include needed repairs to the marina, and does not include any clubhouse or pool items that have been the point of previous discussions. Improvements will focus largely on dock replacement, electrical upgrades, and other associated items to serve the existing use of the site. The intention is to design the project over the summer and construct in the Fall of 2021/Spring of 2022 to have the upgrades in place before the 2022 Season.

The proposal as presented in the packet requires minor revisions.

Staff worked directly with Abonmarche to prepare this proposal rather than soliciting proposals based on their prior familiarity with the site obtained during the preparation of the Engineering Study. Their proposed costs were reviewed

and appear reasonable based on an approximately \$2.0M scope.

AMOUNT REQUESTED: \$230,600 AMOUNT BUDGETED: \$2,500,000

20/21 - \$30,000

21/22 - \$2,470,000

FUND OR ACCOUNT: 594-TBD-5346

STAFF RECOMMENDATION: Authorize staff to hire Abonmarche to provide Engineering Services related to facility improvements at Hartshorn Marina.

M. Hartshorn Marina – Fencing Public Works

SUMMARY OF REQUEST: Staff is requesting permission to enter into a contract with Affordable Fence to install fencing at Hartshorn Marina.

The Department of Public Works is requesting permission to enter into a contract with Affordable Fence for fence purchase, installation and walkthrough gates, per their proposal. Cost for the purchase and installation of fence is \$30,700.62, plus \$3,738 for 3 walk-through gates.

Staff solicited bids for the work and Affordable Fence provides the overall low price when including the proposed cost of the gates.

AMOUNT REQUESTED: \$34,438.62 AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: 594-70756 FUND OR ACCOUNT: 594-70756

STAFF RECOMMENDATION: Authorize staff to enter into a contract for fence/gate purchase and installation with Affordable Fence at Hartshorn Marina.

O. Roberts Street – TEDF Application Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to apply for State of Michigan FY2023 Transportation Economic Development Category F Grant for a project to resurface Roberts Street from Sherman Boulevard north to Laketon Avenue.

MDOT is requesting applications for FY2023 projects in the Transportation Economic Development Category F program. Staff reviewed the program requirements and feels that Roberts Street is a good fit for the targeted criteria.

The project is estimated to cost \$900,000. Staff is proposing to request the maximum grant amount and provide matching funds or \$525,000 towards the project. In addition, the City will be responsible to pay for Engineering on the project which is estimated to cost an additional \$50,000. If selected these funds would be allocated from the Major Street budget in FY22-23.

A formal resolution of support is not required for TEDF – Category F applications.

AMOUNT REQUESTED: \$575,000 AMOUNT BUDGETED: \$575,000

FUND OR ACCOUT: 202-TBD-5346/5355

STAFF RECOMMENDATION: Authorize staff to apply for the Category F grant through the MDOT Transportation Economic Development program for Roberts Street between Sherman Boulevard and Laketon Avenue.

P. Railroad Mural – Resolution of Support Public Works

SUMMARY OF REQUEST: Staff is requesting Commission approval of the resolution for the application of the murals onto the railroad bridge over Seaway Drive.

MDOT and FHWA (Federal Highway Administration) are requiring that the governing bodies of Muskegon and Norton Shores adopt a formal resolution of support for the installation of the murals on the railroad overpasses.

The MDOT/FHWA Permit and the Railroad Permit are the last two items needed to finalize the proceeding of the work. Assuming approval of both items we are on track to be ready for the muralists to start on the City of Muskegon bridge in mid-May.

STAFF RECOMMENDATION: Approve the resolution of support and authorize the Mayor and Clerk to sign.

Q. Railroad Mural – ROE (Right of Entry) Agreement Public Works

SUMMARY OF REQUEST: Staff is requesting Commission approval and authorization for staff to execute the Right of Entry (ROE) agreement with the railroad to allow for painting of the murals on the railroad bridge over Seaway Drive between Hackley Avenue and Laketon Avenue.

Staff has worked to secure the railroad agreement which must be reviewed and accepted by the City prior to work commencing. Counsel has reviewed the agreement and has no concerns. Finance has reviewed the agreement and MMRMA can provide the necessary coverage.

STAFF RECOMMENDATION: Authorize staff to sign off on the Right of Entry Agreement with the railroad for the installation of the murals.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, to approve the consent agenda as presented, minus item N, R, and S.

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

Nays: None

MOTION PASSES

2021-39 REMOVED FROM CONSENT:

N. H92037 Monroe, Third to Fourth and H92046 Alley Improvements Public Works

SUMMARY OF REQUEST: Authorize the award of the H92037 Monroe, Third to Fourth and H92046 Alley Improvements contract to the low bidder, Jackson Merkey Contracting along with approving the noted project contingency.

Staff solicited bids for reconstruction of Monroe Street, from Third to Fourth, and for Alley Improvements behind Frauenthal and MCC.

Bids received are as follows:

- \$338,262.85 – Jackson Merkey
- \$420,376.00 – Wadel Stabilization

The project would be constructed during the 2021-22 construction season.

Design Engineering work is already completed and funded within the 20-21 budget adjusted on upcoming 3rd Quarter Reforecast. The entirety of this request will be included in the 21-22 proposed budget along with an allowance for Engineering Services during construction.

Bids were opened prior to the adoption and approval of the updated purchasing policy so the old policy was use to that point. Going forward, in particular for any change orders, staff will be utilizing the new purchasing policy.

AMOUNT REQUESTED:	\$369,000	AMOUNT BUDGETED:	\$419,000
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\$338,262.85 – Construction Contract	20/21 - \$30,000
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\$30,737.15 – Contingency	21/22 - \$389,000
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FUND OR ACCOUNT:	20-21 / 21-22
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203-92037	\$15,000/\$50,000
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591-92037	\$5,000 / \$120,000
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591-60555	\$0 / \$40,000
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203-92046	\$10,000 / \$150,000
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590-92046	\$0 / \$29,000
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Total:	\$419,000
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STAFF RECOMMENDATION: Approve the award of the H92037 Monroe, Third to Fourth and H92046 Alley Improvements contract to the low bidder, Jackson Merkey Contracting and approve the budgeted project contingency.

Motion by Commissioner German, second by Commissioner Johnson, to approve the award of the H92037 Monroe, Third to Fourth and H92046 Alley Improvements contract to the low bidder, Jackson Merkey Contracting and approve the budgeted project contingency.

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

Nays: None

MOTION PASSES

R. Smith Ryerson eSports Public Works

SUMMARY OF REQUEST: Staff is requesting permission to move forward with a proposal to construct and outfit an eSports gaming center in an unused room at Smith-Ryerson Park.

Staff is seeking approval to expend up to \$20,000 to convert an unused room at the Smith-Ryerson Community Center into an eSports Gaming Center. The gaming center would be available for use on a TBD rental basis and will be offered to community partners that are interested in utilizing the site to host community-based programming.

Staff is proposing to fund the allocation from within the existing Parks budget, with no modification to the overall budget. Though no specific allocation was originally budgeted for this project a number of budget items have come up short allowing for this project to be completed without the requirement for additional allocations.

AMOUNT REQUESTED: \$20,000 AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: 101-70751-5346

STAFF RECOMMENDATION: Authorize staff to proceed with the proposal to construct and outfit an eSports gaming center at Smith-Ryerson Park.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to authorize staff to proceed with a proposal to construct and outfit an eSports gaming center at Smith-Ryerson Park.

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

Nays: None

MOTION PASSES

S. Sale of the Property Formerly Known as 1251 8th Street Planning

SUMMARY OF REQUEST: Request to execute the purchase agreement to sell the property formerly known as 1251 8th (now 14 separate parcels) to West Urban Properties LLC for the development of 14 single-family homes.

The City Commission authorized the City Manager to negotiate a purchase agreement at the March 7, 2018 Commission meeting.

STAFF RECOMMENDATION: To approve the request to execute the purchase agreement for the sale of the property formerly known as 1251 8th Street.

Motion by Commissioner German, second by Commissioner Ramsey, to approve the request to execute the purchase agreement for the sale of the

property formerly known as 1251 8th Street.

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

Nays: None

MOTION PASSES

2021-40 PUBLIC HEARINGS:

A. Exemption of New Personal Property-MH Solar LLC Planning

SUMMARY OF REQUEST: Pursuant to Public Act 328 of 1998, as amended, MH Solar LLC, has requested an exemption of new personal property for the equipment to be installed as part of the solar project at the arena. The City will forgo 100% of the personal property taxes on the equipment installed at the arena for the length of the abatement. Staff recommends an abatement length of 25 years.

STAFF RECOMMENDATION: To approve the request for an exemption of new personal property pursuant to Public Act 328 of 1998.

PUBLIC HEARING COMMENCED: No public comments were received.

Motion by Commissioner Vice Mayor Hood, second by Commissioner Rinsema-Sybenga, to close the public hearing and approve the request for an exemption of new personal property pursuant to Public Act 328 of 1998.

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

Nays: None

MOTION PASSES

2021-41 UNFINISHED BUSINESS:

A. Lot Sales Hudson/Dowd Tabled from 4/13/2021 Planning

SUMMARY OF REQUEST: Request to sell the properties at 2172 Dowd Street, 2182 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street to Urban Ventures of West Michigan, LLC for the construction of eight (8) duplexes.

The city-owned lot sale policy states that the buyer is to pay 75% of the true cash value of the lots (\$22,950), but that it will be reimbursed upon issuance of certificate of occupancy for all eight units.

The policy also states that since they are building more than 3 units within 18 months, 100% of the water/sewer hook-up fees may be waived.

The water/sewer lines in this area need to be extended 230 feet to provide service to these lots. Staff estimates these costs to be around \$10,000. Staff recommends charging the buyer half of this expense.

STAFF RECOMMENDATION: To approve the request to sell the properties at 2172 Dowd Street, 2182 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street to Urban Ventures of West Michigan, LLC.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to vacate first and second motions from the April 13, 2021 meeting and to approve the request to sell the properties at 2172 Dowd Street, 2182 Dowd Street, 2169 Hudson Street, and 2171 Hudson Street to Urban Ventures of West Michigan, LLC.

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

Nays: Emory

Absent: Hood

MOTION PASSES

2021-42 NEW BUSINESS:

A. Parking Revenue – Park Upgrades Mayor's Office

SUMMARY OF REQUEST: Staff is seeking approval to redirect the beach parking revenue away from the proposal for expanded parking lot at Pere Marquette Park.

The City Commission previously approved \$798,070.71 to improve parking and pedestrian access to Pere Marquette Park. Additionally, staff solicited a change order from the contractor to upgrade the proposed asphalt walking/biking path to concrete to address citizen concern about hot asphalt; that change order would have increased the project budget to approximately \$1 Million.

After hearing significant community concern about the improvements and resulting complications in adding this work to the County Contract staff fees that the project would be a better fit in a subsequent funding cycle as a standalone city project. In the meantime, to ensure that the parking receipts are expended as originally intended, staff is recommending that the original planned investment of \$1M be redirected and deployed during 2021 to other parks within the City.

In 2019, staff presented a citywide plan to invest in 15+ parks, including both Beukema Park and Reese Playfield. To that end, staff is requesting that the Commission authorize staff to develop a proposal for \$900,000 worth of improvements to Reese and Beukema Parks during the 20-21 and 21-22 Fiscal Years utilizing the Beach Parking revenue proceeds.

Staff is also requesting that the Commission authorize staff to develop a proposal to expend approximately \$100,000 to convert the original project scope at PM Park into a standalone project and proceed with obtaining the necessary permits. Also, to contract with Consumers Energy to complete utility relocations at the park for improved site lines, and to complete the previously identified tree

plantings at PM Park to allow for the trees to become established and be more substantial by the time the project is pursued at a later date.

Staff can be prepared to present a preliminary proposal for Reese and Beukema at the May work session, an updated proposal for PM Park items would likely be ready for consideration at the June work session.

AMOUNT REQUESTED: \$1,000,000 AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: 101-92106

STAFF RECOMMENDATION: Rescind the prior approval of Bulletin #3 pricing on the Beach Street project in partnership with Muskegon County and direct staff to develop a proposal for \$900,000 of improvements at Beukema Park and Reese Playfield and to develop a proposal for advancement of the improvements at Pere Marquette Park as a standalone City project.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, to rescind the prior approval of Bulletin #3 pricing on the Beach Street project in partnership with Muskegon County and direct staff to develop a proposal for \$900,000 of improvements at Beukema Park and Reese Playfield and to develop a proposal for advancement of the improvements at Pere Marquette Park as a standalone City Project.

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

Nays: None

MOTION PASSES

B. Special Event Fee Waiver – Americorps Senior Volunteers Recognition Event City Clerk

SUMMARY OF REQUEST: Catholic Charities West Michigan/Americorp is seeking a Special Event Fee Waiver for their volunteer recognition event on June 4, 2021. Americorps wants to recognize their volunteers with a small event at Hackley Park. They want to reserve Hackley Park and all of the picnic tables in the park for their event. They are asking their City fees be waived for 2021. Based on the needs of their event, their fees will total \$600 (\$500 Hackley Park use fee and \$100 application fee).

STAFF RECOMMENDATION: To approve/approve in part/deny the request from Catholic Charities West Michigan/Americorp to waive the \$600 in special event fees for the Senior Volunteers Recognition event in 2021.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Emory, to approve the request from Catholic Charities West Michigan/Americorp to waive the \$600 in special event fees for the Senior Volunteers Recognition event in 2021.

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

Nays: None

Absent: German

MOTION PASSES

C. Community EnCompass Development Agreement Amendment
Economic Development

SUMMARY OF REQUEST: The lot at 1259 Sanford has been removed from the agreement, and an alternative city owned lot will take its place to be determined by city staff.

The Muskegon County Land Bank elected to not execute the purchase agreement for 1259 Sanford that was previously approved. The process for materials and the homes keeps increasing on the manufacturer side and we need to execute the development agreement soon, so staff is recommending that the agreement be amended with language to add a third city owned lot that will be determined during project implementation. The city has many lots still available in the McLaughlin and Jackson Hill neighborhoods that would suit the single-family housing design, but we have not cleared title on a specific one to add to this agreement as of yet. Approving the development agreement amendment and giving staff latitude will help ensure that we complete these affordable homes in this building season, deliver the most units possible within the budget, and also keep the project on track financially by allowing us to move forward with the unit purchases before we are exposed to further material price increases.

STAFF RECOMMENDATION: To approve the amended development agreement as presented.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the amendment to the development agreement as presented.

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

Nays: German

***Commissioner Ramsey disclosed a conflict of interest and did not vote on this item. The City Charter requires a unanimous vote of the remaining members to pass a motion where a conflict of interest is noted.**

MOTION FAILS

ANY OTHER BUSINESS: Comments were received by Mayor Gawron.

PUBLIC COMMENT: Public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 8:07 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Arena Lease – Carlisle's
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Seeking approval of the proposed lease with Carlisle's at the Mercy Health Arena.	
Detailed Summary: Nearly two years ago, the City Commission approved Carlisle's response to an RFP seeking restaurant operator for the Arena. Following a number of delays, including issues with the City's liquor license and the COVID-19 Pandemic, the ownership group is ready to move forward. As part of the lease, the ownership group is obligated to cover the upfront cost of construction and receive a credit toward rent payments to recover their expenses. The base rental rate is \$12.50 per square foot. Initial designs estimate the square footage of Carlisle's to be 3,500 square feet, resulting in a \$3,125 base monthly rent. In addition, Carlisle's will pay a CAM Fee equal to \$1,750 per month, and certain fees during USHL hockey games, professional indoor soccer games, and professional football games. These funds will be used by the City to meet any obligations to the three existing sports teams that serve as our anchor tenants. Total gross rent is expected to equal \$77,500 annually for the first five-year term. Carlisle's can recoup their construction expenses at a rate of \$7.00 per month for each \$1,000 spent. Initial estimates for construction were \$350,000. We capped the reimbursable expenses at \$500,000. Note: Exhibit A is being finalized by the City Attorney's office. This exhibit is a management agreement between the DDA and Carlisle's that will give the restaurant authorization to operate under the DDA's liquor license. Additionally, the pricing in Exhibit C will need to be updated.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the lease and authorize the Authorize the Mayor and Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Lease Agreement

THIS LEASE AGREEMENT ("Agreement") is between:

City of Muskegon

a Michigan municipal corporation
933 Terrace St.
Muskegon, MI 49440
("City of Muskegon")

Carlisle's Goods & Leisure, LLC

a Michigan limited liability company
14716 Leonard Rd.
Spring Lake, MI 49456
("Carlisle")

RECITALS

- A. The City of Muskegon owns the Mercy Health Arena and Conference Center located at 470 W. Western Avenue, Muskegon, Michigan 49440 ("Arena"). The City of Muskegon is responsible for operation, maintenance and improvements for the Arena.
- B. The City of Muskegon has the authority to authorize use of portions of the Arena on an exclusive and non-exclusive basis.
- C. The CITY OF MUSKEGON is in the process of applying for a Class C liquor license ("DDA License") from the Michigan Liquor Control Commission ("MLCC") to provide for the sale and consumption of alcoholic beverages, including, concessions, bar and bar service throughout the Arena (collectively the "License").
- D. The CITY OF MUSKEGON is willing to enter into the Participating Management Agreement attached to this Agreement as Exhibit A with Carlisle ("Participating Management Agreement") pursuant to Michigan Liquor Control Code, Administrative Rule 436.1041 to permit Carlisle to operate a restaurant with the sale of alcoholic beverages within the Leased Premises (defined below), subject to and only upon the approval of the MLCC.
- E. According to the terms and conditions of this Agreement, the City of Muskegon is willing to lease to Carlisle, and Carlisle desires to lease from the City of Muskegon space within the Arena depicted on Exhibit B ("Leased Premises") for the operation of a restaurant and bar business commonly known as "Carlisle's Goods & Leisure".

In consideration of the premises and the mutual promises set forth herein, the parties agree as follows:

1. **CARLISLE PARTICIPATING AGREEMENT.** In connection with this Agreement, the parties agree to act in good faith and to utilize their reasonable efforts to make application to the MLCC for the Participating Management Agreement. The parties acknowledge that this Agreement is contingent upon and shall only become effective upon approval of the MLCC of the DDA License and the Participating Management Agreement.
2. **USE AND MANAGEMENT OF LEASED PREMISES.** Subject to all laws, ordinances, regulations and agreements between the City of Muskegon and third parties, Carlisle will have the right to use and manage the Leased Premises only as a restaurant/bar and no other use without the express prior written consent of the City of Muskegon.
3. **TERM.** This Agreement shall become effective upon execution with the contingencies provided for herein. The initial term of this Agreement shall be for a period of five (5) years, which initial term shall commence on the same date as the last of the following events to occur ("Commencement Date"): (i) the date the MLCC approves the DDA License and the Participating Management Agreement; (ii) the date a certificate of occupancy is issued by the City of Muskegon; and (iii) the date a license is issued by the Muskegon County Department of Health. The Payment of rent shall commence on the first day of the month following such approval ("Rent Commencement Date"). In addition, Carlisle shall have six additional five (5) year options to renew this Agreement, provided (a) that Carlisle is or has not been in any material default of this Agreement at any time during the initial term or any option term, (b) the restaurant/bar operated by Carlisle has been in continuous operation at all times prior to each option term and (c) Carlisle provides written notice of its exercise of each option to renew to the City of Muskegon not less than 180 days prior to the last day of the initial term and any renewal term.
4. **CONSTRUCTION AND IMPROVEMENTS; USAGE.** Carlisle, at its sole cost and expense, will undertake construction of the Leased Premises improvements substantially in accordance with the plans, specifications and costs to be submitted to the City of Muskegon. No demolition or construction within the Leased Premises shall commence until the plans, specifications and costs are approved in writing by the City of Muskegon in its sole discretion. Once approved, Carlisle agrees to proceed in good faith and in a reasonable manner in order to timely complete the work and obtain all regulatory approvals. Construction expenses incurred by Carlisle, up to \$500,000, will be credited only to Carlisle's rent payments as defined in Section 6 at a rate of \$7.00 per month for each \$1,000.00 of construction costs expensed until such time as the construction expenses equal the total rent credit. Provided, at no time after application of the rent credit shall monthly rent be less than \$2 per square foot.

5. **CARLISLE'S COMPENSATION.** The consideration for the management and operation of the Leased Premises by Carlisle is described in the Participating Management Agreement.

6. **RENT.** On the Rent Commencement Date and on the same day of each month thereafter, Carlisle shall pay rent to the City of Muskegon in an amount equal to \$12.50 per square foot of usable indoor space as shown on Exhibit B (which amount equates to \$3,125 monthly). In the event Carlisle properly exercises any option to renew this Agreement, the amount of rent for the following five year term shall increase as follows:

a.	Option #1	\$14.50/sf
b.	Option #2	\$16.00/sf
c.	Option #3	\$17.00/sf
d.	Option #4	\$18.00/sf
e.	Option #5	\$19.00/sf
f.	Option #6	\$20.00/sf

The square footage calculation shall be based on indoor square footage that is fully controlled by Carlisle on the concourse level only.

7. **PERIODIC INCREASE IN RENT.** The amount of monthly rent shall periodically increase during months when there occur in the Arena USHL hockey, professional football, and/or professional soccer games. The amount of such increase shall be the sum of \$500 per USHL hockey event day, \$400 per professional football event day and \$400 per professional soccer event day that takes place at the Arena during a given month, and shall be paid with the payment of the following month's rent (collectively, "Event Day Rent Increase"). For example, if during the term of this Agreement there are five hockey events and two football events at the Arena during the month of January, Carlisle's rent for the month of February would be increased by \$3,300 ($\$500 \times \text{five hockey events} (\$2,500) + \$400 \times \text{two football events} (\$800) = \$3,300$). The Event Day Rent Increase paid by Carlisle shall be increased by 2.5% per year beginning on the first day of the second year of the term and on the first day of each year of the term or any renewal term thereafter. Carlisle shall have no further obligation to provide financial support or sponsorship to any event leasing space in the Mercy Health Arena. If Carlisle can reasonably demonstrate that events held in the Arena other than USHL hockey, professional football, and professional soccer, negatively impact the gross sale of Carlisle, Carlisle shall not be obligated to pay a temporary rent increase for any such other events.

8. **CONTRIBUTION TO OVERHEAD AND MAINTENANCE.** Carlisle shall also pay to the City of Muskegon a contribution for overhead, common utilities and maintenance an amount equal to \$1,750 per month for the initial term. In the event Carlisle properly exercises any option to renew this Agreement, the amount of the Carlisle contribution for the following five year term shall increase as follows:

- | | | |
|----|-----------|---------------|
| a. | Option #1 | \$2,030/month |
| b. | Option #2 | \$2,233/month |
| c. | Option #3 | \$2,367/month |
| d. | Option #4 | \$2,509/month |
| e. | Option #5 | \$2,660/month |
| f. | Option #6 | \$2,793/month |

9. **UTILITY COSTS.** City shall pay all charges for gas, electricity, water, and power. Carlisle shall pay all charges for telephone, cable television and internet service used, rendered or supplied upon or in connection with the Leased Premises. City shall have discretion to set the level of cable service provided within the Leased Premises; Carsiles may request that the City upgrade such services, with the additonal associated costs added to Carlisle's contribution to overhead and maintenance as outlined in Section 8 of this agreement.

10. **ASSIGNMENT.** Carlisle shall not assign this Agreement without prior written consent of the City of Muskegon. Such approval and consent shall be in the sole discretion of the City of Muskegon and shall be subject to the rules and regulations of the MLCC. The City of Muskegon may freely assign this Agreement without consent by Carlisle.

11. **OBLIGATIONS OF THE CITY OF MUSKEGON.** The City of Muskegon shall furnish "janitorial services" for the exterior of the building and in lobby areas and restrooms used by the public, except for those areas used and managed by Carlisle. The City of Muskegon agrees to maintain in satisfactory working order as determined by the City of Muskegon, all public ways and structures of the Arena, including plate glass, roof, and outer walls and heating, electrical and plumbing supply sites, air conditioning and hot water supply units. The City of Muskegon agrees to allow use of its dumpsters by Carlisle, and the cost of such service shall be shared between The City of Muskegon and Carlisle. The City of Muskegon agrees to be responsible for any structural repairs, replacements or changes in the Arena which affect the Leased Premises for its intended purpose as determined by the City of Muskegon.

12. **OBLIGATIONS OF CARLISLE.** Carlisle agrees that it will pay all expenses in connection with the use and management of the Leased Premises and fixtures, including, but not limited to, all rights and privileges granted, including all metered utility services (e.g. electrical, water and sewer service) and all taxes, permits, fees, license fees and assessments lawfully levied or assessed upon Carlisle's personal property or upon its use or possession of the Leased Premises and fixtures. Carlisle agrees to secure all permits and licenses required related to its use of the Leased Premises, including any other metered utility services provided to the Leased Premises.

Carlisle agrees that it will at all times maintain the Leased Premises and fixtures in a neat, clean, safe, sanitary and orderly condition, and shall provide janitorial services with respect thereto. Carlisle shall provide for the sanitary handling and disposal of trash and other refuse from its operation in a manner satisfactory to the City of Muskegon.

Carlisle will make no structural changes or additions to the Leased Premises without first obtaining written approval from the City of Muskegon.

Carlisle agrees to provide and pay for any and all decorations to the Leased Premises. Carlisle shall provide the following services from the Leased Premises at all times during the term of this Agreement at its sole cost and expense:

a. Carlisle shall furnish, at its expense, all service equipment of every sort (such as silverware, linen, glassware, crockery, utensils, pots and pans, and additional equipment), which may be required for use in Carlisle's operation and which is not already presently located in the Leased Premises.

b. Carlisle shall undertake to comply with all MLCC rules and shall not allow entertainment nor allow anyone to enter the Arena with any beverage.

c. Carlisle shall cooperate with the City of Muskegon in securing all permits and licenses required by any public agency, including the DDA License and Participating Management Agreement.

d. Carlisle shall carry workers compensation insurance in the amounts required by state law for all employees hired by Carlisle to work in the Leased Premises.

e. Carlisle acknowledges that the City of Muskegon and the Muskegon Lumberjacks share revenues generated from sponsorship packages sold by the Muskegon Lumberjacks, including those that exist at the time of the execution of this Agreement and those that may be sold in the future during the term of this Agreement. Carlisle agrees that it will not enter into any agreements with third parties or undertake any actions that place the Muskegon Lumberjacks in default under or that may otherwise jeopardize any existing or future sponsorship agreements, it being the understanding of the parties that each shall work together in good faith ensure the Muskegon Lumberjacks are in compliance with its obligations under all sponsorship package agreements.

f. Carlisle acknowledges that the City of Muskegon have agreements with third parties for sponsorship activities, exclusive rights to sell certain products and leases with other tenants at the Arena that exist at the time of the execution of this Agreement. Carlisle agrees that it will not enter into any agreements with third parties or undertake any actions that would place the City of Muskegon in default under or that may otherwise be contrary to, jeopardize or interfere with any existing agreements, it being the understanding of the parties that each shall work together

in good faith ensure the City of Muskegon is in compliance with its obligations under all agreements with third parties. Carlisle shall indemnify the City of Muskegon for costs incurred by the City of Muskegon, including attorney fees for violation of this Section 12.

13. **ORDINANCES AND STATUTES.** Carlisle shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may be in force, pertaining to the Leased Premises, occasioned by or affecting the use thereof by Carlisle. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Leased Premises shall, at the option of the City of Muskegon, be deemed a breach hereof.
14. **MAINTENANCE, REPAIRS, ALTERATIONS.** Carlisle shall, at its expense and at all times, maintain the Leased Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations. Carlisle shall also maintain in good condition such portions adjacent to the Arena within the Leased Premises, such as sidewalks, driveways, lawns and shrubbery.
15. **ENTRY AND INSPECTION.** Carlisle shall permit the City of Muskegon or the City of Muskegon's agents to enter upon the Leased Premises at reasonable times for the purpose of performing maintenance and making repairs and replacement in any case where the City of Muskegon is obligated, and in any other case where the City of Muskegon determined that it was necessary to do so in order to preserve the structural safety of the Leased Premises or Arena to correct any condition likely to cause injuries or damages to persons or property.
16. **DAMAGE OR DESTRUCTION OF PREMISES.** If by reason of any cause, other than caused by Carlisle, its employees, customers or agents, the Leased Premises is damaged to such an extent that the Leased Premises is unusable in whole, then the City of Muskegon shall repair the structural and mechanical portions of the Leased Premises and Carlisle shall repair the interior portion of the Leased Premises, including all equipment and fixtures.
17. **RISK OF LOSS.** During the term of this Agreement, and any extension or renewal thereof, the risk of loss with respect to all risks insurable under a fire and extended coverage insurance policy meeting the requirements of the laws of the State of Michigan, together with the risk of loss with respect to all uninsurable losses to the Leased Premises which are subject to the control or prevention by Carlisle, shall rest upon Carlisle.
18. **SUBROGATION.** Carlisle, its officers, agents or employees shall not be liable for damage to the Leased Premises or for interruption of rent resulting from any of the perils covered by fire and extended coverage insurance and the City of Muskegon agrees not to sue for such damage. The City of Muskegon, its officers, agents or employees shall not be liable for damage to the property or business of Carlisle in or on the Leased Premises resulting from any of the perils covered if such insurance were in force, and Carlisle agrees not to sue for such damage.

19. **INSURANCE.** On or before the Commencement Date, Carlisle, at its expense, shall maintain (a) general liability insurance with minimum coverage in the amount of \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate and (b) casualty insurance with minimum coverage in the amount of \$1,000,000.00. Carlisle shall provide the City of Muskegon with a Certificate of Insurance showing the City of Muskegon as additional insureds. The Certificate shall provide for a thirty (30) day written notice to the City of Muskegon and DDA in the event of cancellation or material change of coverage. The parties agree to notify the other parties in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered, and to cooperate with each other in the investigation and defense of such claim. Carlisle shall also be responsible for a portion of the cost of the liquor liability insurance purchased by the City of Muskegon for the Arena. Carlisle agrees that the amount of the liquor liability premium equal to the percent that Carlisle's alcohol sales bear to total sales under the License during the measured period of time shall be added to the rent on an estimated prorated basis, with any necessary adjustments being made within 30 days after the end of a calendar quarter.
20. **SIGNS.** All signage shall be in conformance with existing signage agreements and all applicable laws, ordinances and statutes and Carlisle shall not place any sign on or in the Arena without the prior written consent of the City of Muskegon which consent shall not unreasonably be withheld or delayed. Carlisle acknowledges and agrees that all signage erected by Carlisle shall be subject to the signage rights and provisions contained in any sponsorship package agreements with third parties entered into by the Muskegon Lumberjacks or the City of Muskegon. Carlisle agrees to notify the Lumberjacks in all instances prior to the erection of any signage to ensure such compliance.
21. **ABANDONMENT OF PREMISES.** If Carlisle shall abandon or vacate the Leased Premises, or be dispossessed by process of law, or otherwise, the City of Muskegon shall have the right to terminate this Agreement. In such event, any personal property belonging to Carlisle left within the Leased Premises shall be deemed to be abandoned, and the City of Muskegon shall be permitted to dispose of such personal property as it deems appropriate.
22. **INSOLVENCY.** In the event a receiver is appointed to take over the Carlisle's business, and such receivership is not dismissed within sixty (60) days or in the event that the Carlisle makes a general assignment for the benefit of creditors, or Carlisle takes any action under any insolvency or bankruptcy act, the same shall constitute breach of this Agreement by Carlisle.
23. **TERMINATION OF AGREEMENT.** Subject to the provisions in Paragraph 25, The City of Muskegon, at its option, may terminate this Agreement in its entirety upon the happening of any one or more of the following events:
- a. If any expenses, fees, charges, and/or other money payments for which Carlisle is financially responsible to pay to the City of Muskegon or MLCC, shall be unpaid 10 days from the date that they become due;

b. If Carlisle abandons the Leased Premises for a period of 30 days at any one time, except when such abandonment and cessation is due to fire, earthquake, governmental action or default by the City of Muskegon;

c. If Carlisle shall use or permit the use of the Leased Premises at any time for any purpose for which the use was not authorized by this Agreement or by a subsequent written agreement between the parties; or,

d. If Carlisle shall use or permit the use of the Leased Premises in violation of any law, rule or regulation to which Carlisle had agreed in this Agreement to conform after written notice and opportunity to cure.

24. **REMEDIES OF OWNER ON DEFAULT.** In the event of any material breach of this Agreement by Carlisle, the City of Muskegon may, at its option, terminate this Agreement and recover from Carlisle all rent due for the remaining months of the initial term or any renewal term for which Carlisle opted to exercise.

The City of Muskegon may, in the alternative, continue this Agreement in effect. For so long as the City of Muskegon does not terminate Carlisle's right to use and management of the Leased Premises, the City of Muskegon may enforce all of its rights and remedies under this Agreement, including the right to recover rent and all other monetary obligations of Carlisle under this Agreement. The City of Muskegon may at any time thereafter, elect to terminate this Agreement. Nothing contained herein shall be deemed to limit any other rights or remedies which the City of Muskegon may have.

25. **RIGHT TO CURE.** In addition to the rights herein before set forth, Carlisle shall have the right to contest any allegation of material breach in the appropriate court in Muskegon County, Michigan. In the event of an adjudication of a material default of this Agreement by such court, the relief shall provide that Carlisle shall have 10 days from the date of such adjudication to cure the default.

26. **RESERVATION OF RIGHTS BY THE CITY OF MUSKEGON.**

a. The City of Muskegon reserves the right to further develop or improve the Arena as it sees fits, regardless of the desires or view of Carlisle.

b. The City of Muskegon reserves the right to adopt, from time to time, reasonable rules and regulations for the operation of the Arena which are not inconsistent with the provisions of this Agreement. Carlisle and its agents, employees, invitees, and licenses shall comply with all those rules and regulations.

27. **SURRENDER AND HOLDING OVER.** Carlisle agrees that at the expiration or termination of this Agreement, it will quit and surrender the Leased Premises in good state and condition, reasonable wear and tear excepted, and also excepting damage arising from acts, events or conditions beyond the control of Carlisle, and

that Carlisle shall forthwith remove all equipment trade fixtures and personal property belonging to it. Carlisle shall give the City of Muskegon the first right of refusal to purchase any equipment or trade fixtures purchased by Carlisle. Carlisle further agrees that all structures and improvements on the Leased Premises and all fixtures in Exhibit C are the property of the City of Muskegon, shall remain upon the Leased Premises, and shall be in good usable order and condition, with allowance for reasonable wear and tear and damage by the elements, and also excepting damage arising from acts, events and conditions beyond the control of Carlisle. The City of Muskegon shall have the right upon such expiration or termination to enter upon and take possession of such property.

28. **GENERAL PROVISIONS.**

a. **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.

b. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, and any contemporaneous or prior negotiations and representations 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.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

d. **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.

e. **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.

f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

g. **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.

h. **Intentionally Omitted. See Section 10.**

i. **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.

j. **Terms.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

k. **Electronic Signatures.** The parties have agreed that electronic copies of the signed Agreement shall constitute a valid, enforceable agreement.

l. **No Joint Venture.** Nothing in this Agreement shall be construed as to create a joint venture, partnership or any business relationship other than landlord and tenant.

m. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: Frank Peterson
Email: frank.peterson@shorelinecity.com

w/copy to

Parmenter O'Toole
601 Terrace Street
Muskegon, Michigan 49440
Attn: John Schrier
Email: john@parmenterlaw.com

To: Carlisle
14716 Leonard Road
Spring Lake, MI 49456
Attn: _____
Email: _____

{Signatures appear on the following two pages.}

THE CITY OF MUSKEGON

By: _____
Name: Stephen J. Gawron
Title: Mayor
Date: _____, 2021

By: _____
Name: Ann Meisch
Title: Clerk
Date: _____, 2021

CARLISLE'S GOODS & LEISURE, LLC

By: _____

Name: _____

Title: Member

Date: _____, 2021

Exhibit A

Participating Management Agreement

PARTICIPATING MANAGEMENT AGREEMENT

This Agreement is entered into as of _____, 2021 ("Effective Date"), between **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street Muskegon, Michigan 49440 (the "Owner"), and **Carlisle's Goods & Leisure, LLC**, a Michigan limited liability company, of 14716 Leonard Rd., Spring Lake, Michigan 49456 (the "Manager") (Owner and Manager may collectively be referred to as the "Parties").

Background

1. The Owner desires to hire a manager to oversee the business activities of a certain restaurant and bar business (the "Business"), situated at a space within the Mercy Health Arena and Conference Center located at 470 W. Western Avenue, Muskegon, Michigan 49440, and as depicted and further described on **Exhibit A** (the "Location"), which has been issued all licenses necessary for the operation of the Business ("License(s)") by the Michigan Liquor Control Commission (the "MLCC").

2. The Manager desires and is willing to assume the duties and obligations of the management of the Business at the Location.

3. The Parties desire to enter into a written agreement stating the duties and obligations of the Manager in the lawful management of the Owner's Business.

4. The Parties acknowledge that this Agreement is subject to the approval and consent of the MLCC.

Agreement

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

1. **Purpose.** The purpose of this Agreement is to establish provisions regulating the everyday management and operation of the activities of Owner's Business (in the ordinary course of business) and define the duties and obligations of the Manager.

2. **Engagement of Services.** The Owner engages the Manager during the Term (as defined in paragraph 3 below), and Manager agrees to accept the terms and conditions as provided in this Agreement.

3. **Term.** The term of this Agreement shall be for 6 months from the Effective Date (the "Term"). The Term may be modified, provided that the modification is in writing, executed by the Parties, and a copy of the modification is provided to the MLCC.

4. **Consideration.** The Manager shall be paid a monthly fee in the amount of 10% of the gross sales of the Business.

5. **Responsibility.** The Owner shall remain responsible for the conduct and operation of the licensed Business and the actions of the Manager as they relate to the management and conduct of the licensed Business. Such responsibility shall be the same as the Owner has for the actions of any other third party, including all other employees.

6. **Liability and Control.** The Owner shall not in any way assign or transfer to Manager

a. Owner's liability for Owner's existing contracts, including, by way of example and not limitation, rental and lease agreements, utility bills, taxes, or other licensing costs and expenses, either as required or that are incidental to the operation of the Business, and

b. Owner's obligations and duties that are necessary for the retention of the "incidents of ownership" and control of the Business by the Owner.

7. **Duties.** The Manager shall have the following duties on behalf of and for the benefit of Owner:

a. To manage and operate the Business under its name or legally adopted assumed name at the Location.

b. To purchase merchandise inventory, alcoholic beverages, and stock out of the income of the Business to facilitate its daily operations.

c. To hire or dismiss employees as necessary to run the everyday operations of the Business.

d. To oversee and arrange for the following:

i. Payment in a timely manner of all taxes related to the operation of the Business, including but not limited to Employment, Unemployment, Sales, and Payroll Taxes.

ii. Timely filing and payment of all reports, returns, and all associated liability payments.

iii. On a monthly, quarterly, and/or annual basis, the Manager shall provide to the Owner copies of the required tax returns before the due date, along with the check for payment or proof of payment.

Provided, however:

i. The payment of the Owner's Business tax liability resulting from net profit during the term of this Agreement shall be paid out of the gross proceeds of the Business by the Manager; and

ii. Manager shall have no duty to file the Owner's and the Business's annual tax returns required by the various governmental agencies.

e. To manage and operate the Business in a businesslike manner governed by a reasonable person standard.

f. To pay all maintenance and repair costs or other expenses related to the everyday operation of the business, including payment of all creditors, on behalf of Owner out of the gross operating income, including rental payments set forth on the Lease Agreement attached as **Exhibit B**.

g. To cause the Business to be operated during all regularly scheduled hours of the day and during all normal operating days of the week.

h. To maintain inventory of food and beverages adequate for the normal conduct of the activities of the Business.

i. To operate the activities of the business in the best interests of the Owner.

j. To comply with all municipal, state, and federal laws, rules, and regulations, and particularly the laws, rules, and regulations administered by, and subject to, the jurisdiction of the MLCC.

k. To cooperate at all times, fully and completely, with the accountant for the Business; keeping and maintaining the books of account and records of the activities of the Business that are fully correct, accurate, and consistent with the directions given by the accountant for the Business.

l. To deposit all receipts, in whatsoever form, from the activities of the Business in the bank or other financial institution depository as designated by the Owner, and in the Owner's name.

m. To perform such other and further duties that are consistent with the management of the activities of the Business or that shall be directed by the Owner.

n. To keep all present insurance in place, including dramshop coverage in an amount of not less than \$1,000,000.

8. Termination.

a. This Agreement may be terminated by either Party for good cause shown or on the showing of misconduct or bad faith by the other Party.

b. On the showing of good cause or misconduct, this Agreement shall terminate within seven days of written notice of such termination. Any violation of the rules and regulations of the MLCC shall constitute good cause.

9. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail.

Notices shall be sent to the Parties as follows:

To: **Owner**
City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: Frank Peterson
Email: frank.peterson@shorelinecity.com

w/copy to

Parmenter O'Toole
601 Terrace Street
Muskegon, Michigan 49440
Attn: John Schrier
Email: john@parmenterlaw.com

To: **Manager**
14716 Leonard Road
Spring Lake, MI 49456
Attn: _____
Email: _____

10. Covenants Regarding Ownership

a. The Owner shall retain the "incidents of ownership" as required by the MLCC; however, the daily management decisions shall be made by the Manager.

b. The Manager shall not in any way represent Manager to be the Owner or licensee of the MLCC and shall in no way attempt to injure or harm the Business, its reputation, or goodwill.

11. Covenants Regarding Inventory. In connection with the inventory, the Parties agree as follows:

a. The Manager and Owner shall arrange to have an inventory taken of the merchandise and alcoholic beverages on the day Manager assumes its duties.

b. During the term of this Agreement, the inventory shall be maintained in a wholesale amount equal to when the Manager took control of the business.

12. Approval by MLCC. This Agreement is conditioned on the Parties' obtaining approval by the MLCC. The Parties shall take all steps that are reasonably necessary to obtain its approval by making a request to the MLCC. In the event the MLCC does not approve this Agreement, the Parties shall terminate this Agreement. However, if the MLCC requests modifications to this Agreement as a precondition to its approval, the Parties may either (i) agree to adopt such modifications that do not substantively affect their rights under this Agreement or, (ii) if the Parties cannot agree on such modifications within seven days, terminate this Agreement.

13. **Independent Contractor.** The Parties agree that Manager is an independent contractor and that neither Owner nor Manager's employees or contract personnel are, or shall be deemed to be, employees of Owner. In its capacity as an independent Manager, Manager agrees to and represents the following:

a. Manager has the right and does fully intend to perform services for third parties during the term of this Agreement.

b. Manager has the right to hire employees to provide the services required by this Agreement.

c. The services required by this Agreement shall be performed by Manager or Manager's employees or contract personnel, and Owner shall not hire, supervise, or pay any such assistants to help Manager.

d. Neither Manager nor Manager's employees or contract personnel shall receive any training from Owner in the professional skills necessary to perform the services required by this Agreement.

e. Manager shall be fully responsible for the payment of all of its taxes, including all payroll taxes and withholdings for its employees.

The Parties acknowledge and agree that Owner is entering into this Agreement with reliance on the representations made by Manager relative to its independent contractor status.

14. **Miscellaneous**

a. This Agreement is entered into on the date first set forth above, and shall be binding on the Parties, their heirs, assigns, or successors in interest, and shall be interpreted pursuant to the laws of the State of Michigan.

b. This Agreement may not be modified unless in writing, signed by the Parties.

c. The paragraph headings are solely for convenience and shall not be used to effect or interpret the terms or intent of this Agreement.

d. If the pronouns and relative words used are written in the masculine and singular, and more than one person joins in the execution as Owner or Manager, or if either party is of the feminine sex, a partnership, or a corporation, such words shall be read as if written in the feminine, plural, or neuter, respectively.

{Signatures appear on the following page.}

Owner

The City f Muskegon

By: _____
Name: Stephen J. Gawron
Title: Mayor
Date: _____,

2021

By: _____
Name: Ann Meisch
Title: Clerk

Date: _____, 2021

MANAGER –

Carlisle's Goods & Leisure, LLC

By: _____
Name: _____
Title: Member
Date: _____, 2021

Exhibit A

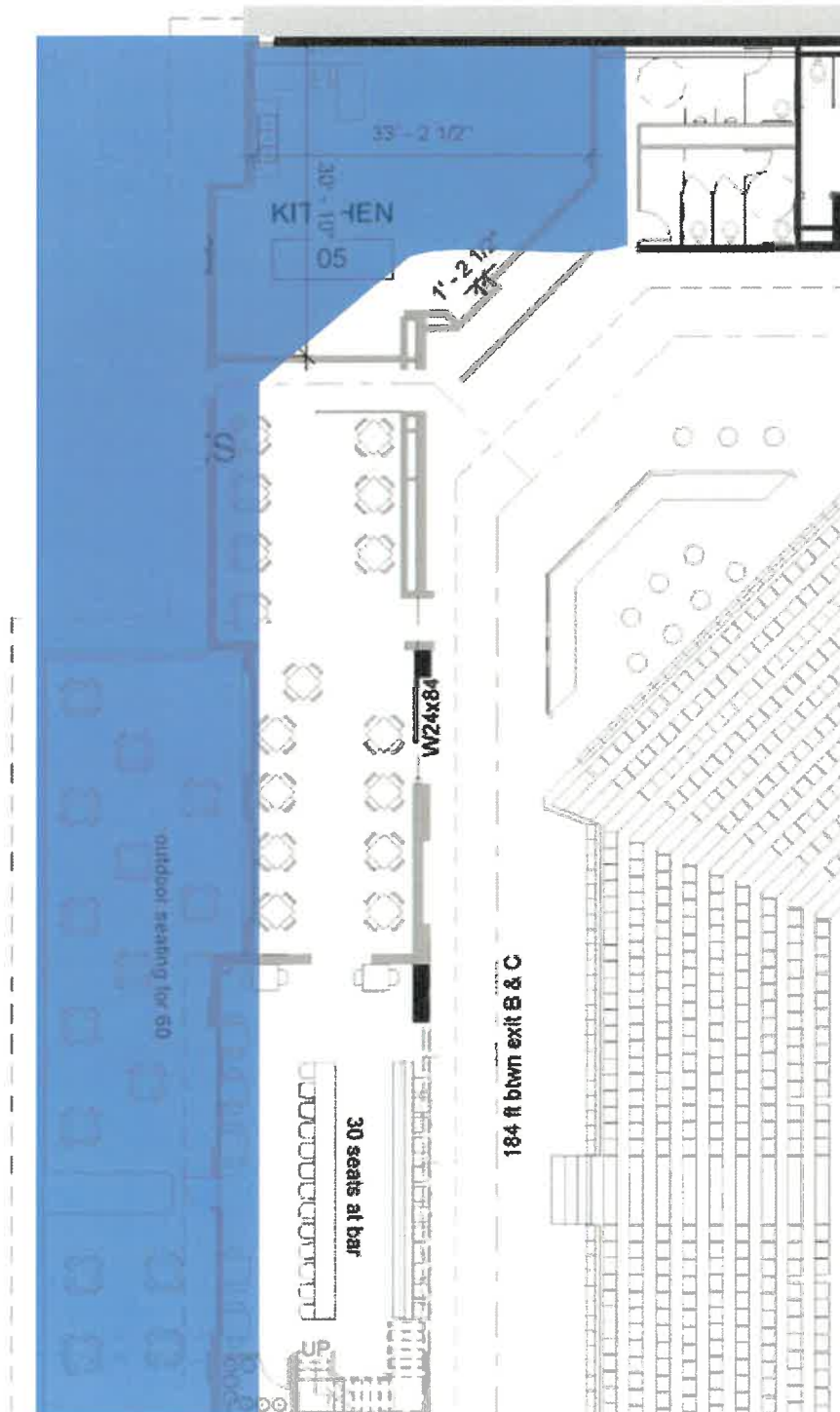
The Location

Exhibit B

Lease Agreement

Exhibit B
Leased Premises

Exhibit B
Leased Premises



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 5-11-2021	Title: Social District Permit recommendation
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.	
Detailed Summary: With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial eight such requests at your Aug. 25 and Sept. 8 meetings and subsequently approved 18 establishments. The attached resolution is for a second location for Pigeon Hill Brewing Company LLC at 441 W. Western (the former night club/bowling alley) and for Pines Bar LLC, 149 Shoreline Dr. Suite B (Hot Rod Harley-Davidson's new liquor license). Both are seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan contains now 24 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION RECOMMENDING DOWNTOWN MUSKEGON SOCIAL DISTRICT

PERMIT APPLICATION APPROVAL

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held at Muskegon City Hall, 933 Terrace, Muskegon, MI 49440 and virtually online on the city's Facebook page on the 11th day of May, 2021 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with Public Act 124 of 2020 on the establishment of Social Districts within a Michigan city; and

WHEREAS, COVID-19 pandemic has caused unprecedented economic disruption worldwide and within our local business community; and

WHEREAS, restaurants and bars, which have been key contributors to the historic redevelopment of Downtown Muskegon, have been and will continue to be hard hit by the economic impact of the pandemic; and

WHEREAS, increasing availability of outdoor spaces for dining and drinking will help downtown and its businesses recover; and

WHEREAS, Public Act 124 of 2020 empowers local governments like the City of Muskegon to enhance its downtowns with Social Districts and accompanying Common Areas where purchasers may consume and possess alcoholic beverages sold by multiple qualified Michigan Liquor Commission licensees who obtain Social District Permits; and

WHEREAS, the City Commission has designated a Downtown Muskegon Social District and Common Area, and

WHEREAS, the city has received requests from multiple qualified licensees to recommend approval of their Social District Permit applications by the Michigan Liquor Control Commission, and

WHEREAS, the licensed establishments are contiguous to the Common Area within the Social District, and

WHEREAS, the City Commission desires to recommend approval of the Social District Permit applications,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Social District Permit Applications from the following licensees are recommended by the City Commission to consideration and approval by the Michigan Liquor Control Commission:
 - a. Pines Bar, LLC at Shoreline Drive, Suite B (Hot Rod Harley-Davidson).
 - b. Pigeon Hill Brewing Company, LLC, at 441 W. Western.
2. The City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Stephen J Gawron, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on May 11, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976 and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk



Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Pigeon Hill Brewing Company, LLC		
Address: 441 W. Western Ave.		
City: Muskegon	State: MI	Zip Code: 49440
Contact Name: Michael A. Brower	Phone: 616.566.6664	Email: michael@pigeonhillbrew.com

Part 2 - Required Documents & Fees

☐ Local Governmental Unit Approval <i>Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)</i>	
☐ \$70.00 Inspection Fee (MLCC Fee Code 4036) ☐ \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	TOTAL DUE: Make checks payable to State of Michigan

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Pigeon Hill Brewing Company, LLC
By Michael A. Brower, Manager & Member

Print Name of Licensee & Title

Signature of Licensee

Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

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

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

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Pigeon Hill Brewing Company, LLC
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

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

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

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



Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Pines Bar, LLC		
Address: 149 Shoreline Dr., Suite B		
City: Muskegon	State: MI	Zip Code: 49440
Contact Name: Scott Campbell	Phone: 231-578-9853	Email: scampbell@theymyautogroup.com

Part 2 - Required Documents & Fees

☒ Local Governmental Unit Approval <i>Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)</i>	
☐ \$70.00 Inspection Fee (MLCC Fee Code 4036) ☐ \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	TOTAL DUE: Make checks payable to State of Michigan

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Scott Campbell, Member

Print Name of Licensee & Title

Signature of Licensee

5/4/21

Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Request for Proposal Approvals
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: There are requests of proposals from sub-recipients to provide Child Care Services and Financial assistance for children from low-income households, and provide youth with work and educational experiences throughout the year. (Applications attached)	
Detailed Summary: Muskegon YMCA: Child Care services and financial assistance - \$ 100,000.00 Community enCompass: YEP Youth Program -\$ 20,000.00	
Amount Requested: \$120,000.00	Amount Budgeted: \$120,000.00
Fund(s) or Account(s): CDBG -CV 2020 CDBG 2019	Fund(s) or Account(s):
Recommended Motion: To approve the Agreements with Muskegon YMCA and Community enCompass.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
CERTIFICATION
RESPONDENT IDENTIFICATION**

Muskegon YMCA

Full Legal Name of Agency

(231) 722-9622

Telephone Number

1115 Third Street, Muskegon, MI 49441

Legal Mailing Address of Agency

095946943

DUNS #

Y Learning Center – COVID-19 Response

Project Title

Gabrielle Gerlach

Contact Person

Director of Childcare

Title

(231) 722-9622 ext. 202

Telephone

ggerlach@muskegonymca.org

E-mail Address of Contact

4/1/2021

Submission Date

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Service Mix: Indicate the mix or type of services to be provided.

The Y Learning Center (YLC) is focused on expanding economic opportunity principally for persons of low and moderate income through providing affordable childcare in the city of Muskegon in the wake of the COVID-19 pandemic. The mission of the YLC is to provide equitable, accessible, high-quality and affordable childcare to children aged six weeks to five years, in a safe and encouraging environment that promotes social-emotional, cognitive, and physical development, in partnership with families and the Muskegon community.

2. Total Project Costs:

CDBG Funds	\$ <u>50,000</u>
Other Funds	\$ <u>172,500</u>
Total Funds	\$ <u>222,500</u>

3. Funding Sources: List below other funding sources and amounts of funds for this project.

Community Foundation for Muskegon County - \$50,000

Ester Dyson - \$50,000

David Gorodyansky - \$10,000

Mike & Kay Olthoff - \$25,000

Larry Hines - \$25,000

Brad Hilary - \$12,500

4. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

We are located in Geographic Area 5 on the map. We intend to serve the population of the entire map – all of the City of Muskegon. We plan on serving 72 children (with potential to serve more) spread evenly across the geographic areas.

Geographic Areas: 10, 9, 8, 21, 6.01, 42, 5, 3, 1, 4.01, 4.02 = 8.3% each (total 91.3%), and 8.7% outside the city of Muskegon. We can't reliably predict the number of participants coming from area 18 but of course welcome any that choose to enroll for services.

5. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% AMI), very low (31-50% AMI), low (51-80% AMI), and Household size: elderly household, single household, small family 2-4, large family 5

or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)

The following information is based enrollment estimates for the Y Learning Center which will be able to serve approximately 72 children at the center. We estimate 50-67% of our enrolled children will be from lower income families in Muskegon.

Extremely Low (0-30% AMI) = 12.5-16.5% (9-12 children)

Very Low (31-50% AMI) = 12.5-16.5% (9-12 children)

Low (51-80% AMI) = 25-33% (18-24 children)

*Remaining 33-50% will no fall within lower income levels.

Small Family 2-4 = 50% (36 children)

Large Family 5 or more = 50% (36 children)

6. Please provide your agency's most recent annual budget and audit if applicable.

Please see attached Muskegon YMCA's most recent annual budget and audit documents.

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET
(Attach detailed breakdown of project expenses)

PROJECT TITLE: <u>Y Learning Center Start Up: Increasing Childcare</u> <u>Access in the City of Muskegon in Response to the</u> <u>COVID-19 Pandemic</u>		PROGRAM YEAR: <u>2021</u>	
SUBCONTRACTOR: <u>N/A – All YMCA Employees</u>		DATE: <u>4/1/2021</u>	
CONTRACT PERIOD: <u>N/A</u>			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	0	\$7,500	\$7,500
SUPPLIES & MATERIAL *COVID-19 supplies & increased material cost	\$50,000	\$114,250	\$164,250
CONTRACTUAL	0	\$45,750	\$45,750
OTHER (INCLUDING OVERHEAD)	0	\$5,000	\$5,000
TOTAL	\$50,000	\$172,500	\$222,500

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
PROGRAM NARRATIVE

General Instructions: Please respond to the following questions about the agency's program design. (Limit the narrative to three typewritten pages plus attachments).

1. Describe how the proposed project will meet the needs of Muskegon residents without duplicating services.

Lack of affordable child care has been identified as one of the greatest needs in Muskegon County - population approximately 172,000. 70% of low-income households in Muskegon County cite "taking care of home/family" as the reason they are not working. According to the Head Start of Muskegon/Oceana County 2017 Community Assessment, childcare access is problematic with 22 out of 43 census tracts identified as childcare deserts, (three times as many children under 5 than childcare spots). Of these 22 childcare desert tracts, 3 have zero licensed providers. The median household income in Muskegon County is \$46,077 which is well below the national average of \$61,937. Since the onset of the COVID-19 pandemic, several childcare centers have closed, further increasing the need for childcare in Muskegon. Additionally, the pandemic has affected citizen's ability to return to work due to a lack of care. The Muskegon YMCA is tackling Muskegon County's greatest employment barrier - the lack of affordable, accessible and quality childcare.

2. Describe how the proposed project will help Muskegon residents prevent, prepare for, or respond to the COVID-19 pandemic.

As a result of the COVID-19 pandemic, Muskegon residents are unable to return to work to boost the economy due to lack of accessible, affordable and quality childcare in the area. The Y Learning Center (YLC) is a direct response to this need. Additionally, the YLC is implementing state of the art infectious disease prevention techniques ranging from new curriculum models to touchless sinks to prevent the spread of infectious disease. We are positioned to serve the community through the remainder of the pandemic and after.

3. Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.

The Y Learning Center (YLC) builds upon the City's comprehensive neighborhood revitalization and community development efforts. The YLC is leasing space at Covenant Academy – renovating this space. The YLC improves the health, safety and welfare of the community through educating children 6 weeks to 5 years, which is critical to their long-term development. Focus on social-emotion, culturally diverse and healthy choice education are key program focus areas. We will be instrumental in the development of our youngest and brightest rising stars in the community. Our focus is on economic development through providing high-quality, affordable childcare to allow families more choice when deciding if and when to return to work and revitalize and develop our community and economy.

4. Define how the proposed service and mix will be delivered. Detail the mode of service delivery i.e., months of operation, daily hours, intake system, transportation plans, outreach and referral mechanism, contingency or backup plans to assure service availability at all time, etc.

The Y Learning Center (YLC) is a comprehensive early childhood program serving children ages six weeks to five years and their families in Muskegon County. Guided by best practice, the YLC adheres to all state licensing requirements and participates in Michigan's Great Start to Quality Rating System (GSQ – QRS). The mission of the YLC is to provide high-quality and affordable childcare to children aged six weeks to five years, in a safe and encouraging environment that promotes social-emotional, cognitive, and physical development, in partnership with families and the community. The vision of the program is a community in which a child's zip code and socioeconomic status is not a primary determinant of their

short- and long-term growth and success. The YLC will operate year-round from 10-12 hours per day Monday through Friday.

5. Provide a self-evaluation of previous experience in providing the services proposed. This evaluation should include how long the agency has been providing services, how many clients have been served, how successful the program has been, how success was determined, what kind of follow-up plan was used and documentation of the support of local community organizations.

The Muskegon YMCA has been providing services for the City since 1916. The Y Learning Center will be a new service provided by a YMCA with heritage steeped in serving youth and families. The Y is a national leader in childcare and the YLC is able to leverage this expertise in the creation of this program to ensure its sustainability. In 2020 alone, the outreach created opportunities for partnership, collaboration, and shared services, including participation in community responses to the Covid-19 pandemic. Using its established program, outreach and leadership infrastructure, the Muskegon YMCA provided temporary housing at YMCA Camp Pentalouan for Covid-exposed migrant workers and 198,644 meals to date for those facing food insecurity. Additionally, the Muskegon YMCA continues to provide a robust program of nutrition education in collaboration with many districts in the MAISD, and through Community Encompass. Finally, even without owning their own swimming pool, the Muskegon YMCA provides Safety Around Water programs to over 1,000 third graders annually, including every third grader in Muskegon Public Schools.

6. Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through.

The Y Learning Center will organize and coordinate service delivery through a specialized childcare software system – ProCare. The YLC will utilize this software system for intake, referrals and case/family management. The system also allows for COVID-19 health screens for children, families and staff.

7. Describe the staffing component necessary to provide services proposed and their qualifications. Please attach resumes for individuals responsible for carrying out the proposed program.

The Y Learning Center (YLC) is currently hiring staff for this program. Staff must meet state licensing and Great Start to Quality criteria. All employees will be highly qualified early childhood education experts. Gabrielle Gerlach is the YLC's Director of Childcare. She has over 13 years of education and recreation management experience. Please see attached resume.

8. Are any the staff responsible for carrying out the proposed program related to any City of Muskegon Commissioner or other city official?

No.

9. Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support.

Children will be emotionally and physically safe while they learn and grow, meaning the physical environment meets the highest standards for cleanliness, safety, and maintenance, staff meets the highest standards of education and training, and curriculum and activities meet the highest standards of best practice. Parent and family engagement is foundational, and staff communicate regularly with parents about not only their child's progress and care, but also provide referrals and supports to address other areas of concern for the parents and family. Each family's unique strengths, resilience and challenges are incorporated into the program's interactions and work with their children, as staff create a partnership

with parents and families. Parents and families are also involved in program oversight and governance, including participation in classroom activities and review of policies and operational practices.

Diversity, equity, and inclusion are central to program policies, practices, and materials to address the range of demographic, cultural, social, and educational characteristics of the program's target population of children, families, and communities.

10. Describe the agency's project evaluation plan and outcomes. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals. External evaluation and feedback are valued, and the Y Learning Center (YLC) strives to achieve a 5-star rating within Michigan's Great Start to Quality – Quality Rating System, which covers Staff Qualifications and Professional Development, Family and Community Partnerships, Administration and Management, Environment, and Curriculum and Instruction. The YLC works with the Great Start to Quality Western Resource Center for consultation to achieve and maintain a Star-rated program. The YLC program will integrate industry best practice, utilizing a standardized and approved assessment tool to screen each child at least twice a year. Results will be utilized to inform individual, small group and large group activities and instruction and shared and discussed with parents during bi-annual conferences. Program goals focus on achievement of developmental milestones, preparation for preschool and kindergarten, narrowing the achievement gap and overall indicators of child well-being. Specifically: 1) No less than 90% of children will achieve established developmental milestones or show progress over time, and 2) No less than 80% of children will be ready for the next step in their early childhood journey – preschool or kindergarten.

11. Provide a plan for coordinating services with other agencies. Document any commitments in writing. Community partnerships are central to the success of the Y Learning Center, and success can only be achieved with a diverse group of partners. Goodwill Industries of West Michigan (GWIM) is a key partner. The Childcare Development Coordinator for United Way of the Lakeshore is an involved and committed advocate for the project, and the Great Start Collaborative and the Community Foundation for Muskegon County are active supporters. Private and public partnerships are also central to the YLC and include business leaders and state and local governmental representatives. The Director of Childcare is focused on coordinating the program services with partner agencies, including a contractual relationship with Muskegon Public Schools to provide PreK services for Muskegon students who do not currently have access to this life-changing program.

12. Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients. The Y Learning Center's pricing model is structured to focus on benefiting low and moderate income families. To achieve this vision, there must be a balanced and sustainable blend of children from various socio-economic backgrounds. This includes those eligible for state subsidy and those able to pay full tuition. That said, a critical service need is care for the Asset Limited Income Constrained Employed (ALICE) population, many of whom do not qualify for subsidy. The YLC leverages the public and private partnerships of the Muskegon County Child Care initiative to develop and maintain a blended system of funding that assures all children and families, including the ALICE population, can participate fully in the program.

13. Describe the functions of the agency's Board of Directors and how it was involved in the development and submission of this proposal.

The Muskegon YMCA's Board of Directors develops and oversees our organization's strategic plan. The Y Learning Center fits into the Board's strategic initiatives of awareness, growth and sustainability. Additionally, it meets their filters of being uniquely qualified, unduplicated service and long-term sustainability. We have the Board's full support and approval of this proposal and they were integral in the development of this program.

14. Please address the following questions in your narrative:

a. How many persons were served by your agency last year:

Muskegon YMCA served approximately 6,000 people in 2020. The Y Learning Center is a new initiative at the Muskegon YMCA, that will open for business June 1, 2021.

b. Was the proposed service/project provided previously by your agency? If so, how was it funded?

No, this is a new initiative that was created to help with childcare disparity in Muskegon, especially after the economic crisis resulting from the COVID-19 pandemic.

c. Does your agency/organization have a fee schedule for this particular service/project? Please provide.

Yes, please see attached document. This document is a work in process. Financial Aid amounts are determined by the state.

EXHIBIT I

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
AUTHORIZED SIGNATURES**

The following officers or employees are duly authorized by the Board of Directors of **Muskegon YMCA** to carry out the performance contemplated by a contract with the City of Muskegon and can execute a contract on behalf of **Muskegon YMCA**.

Name

Title

Bruce Spoelman

CEO

Gabrielle Gerlach

Director of Childcare

Mike Workman

DocuSigned by:

Mike Workman

DACC6CB8E85F423

Signature of Chair of Board of Directors (CVO)

3/31/2021

Date

EXHIBIT II

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
ACCOUNTING SYSTEM**

I am the chief financial officer of Muskegon YMCA, and in this capacity I will be responsible for providing financial services adequate to ensure the establishment and maintenance of an accounting system for this agency. The accounting system and internal control procedures will be adequate to safeguard the assets of this agency, check the accuracy and reliability of accounting data, promote operating efficiency and assure compliance with prescribed management policies of the agency and the City of Muskegon.

Carla Eenigenburg

DocuSigned by:

Carla Eenigenburg

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Signature of Financial Officer

3/31/2021

Date

EXHIBIT III

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
SECURITY POLICY**

In keeping with the general conditions of the prime grant agreement between the City of Muskegon and the U.S. Department of Housing and Urban Development, all records, reports, etc., must be kept confidential and retained for a period of three years after the end of the contract. Because of these requirements, it is necessary for the subcontractor to maintain all data in a safe and secure place.

The undersigned certifies that Muskegon YMCA shall have in place a mechanism for keeping records, reports and all data related to this project confidential and in a safe and secure place.

Mike Workman

DocuSigned by:

Mike Workman

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Signature of Chair of Board of Directors

3/31/2021

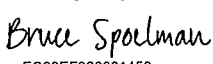
Date

DOCUMENTATION

1. Authorized Signatures – Submit an executed copy of Exhibit I certifying those officers or employees of the agency having the authority to carry out the performance contemplated by a contract and which designates the person or persons who execute the contract on behalf of the organization and legally bind the organization to the terms of the contract.
2. Accounting System – Submit an executed copy of Exhibit II certifying the adequacy of the agency's accounting system.
3. Security Policy – Submit an executed copy of Exhibit 3 certifying the confidentiality and retention of records.
4. Section 501(C) (3) – Submit evidence that the agency is in compliance. Attach a copy of the agency's certification.
5. Licensing – Submit certification that the agency and its employees comply with all local, state and federal licensing requirements for project services provided.
6. Personnel – Submit a copy of your employment profile including total employees, male, female and minority employees both male and female plus positions held.
7. Financial Audit – Submit the agency's most recent financial audit.
8. Board of Directors – Submit a roster of all members of the agency's Board of Directors: include their addresses and telephone numbers.

I hereby certify all information and documentation submitted as part of this proposal to be correct and true to the best of my knowledge.

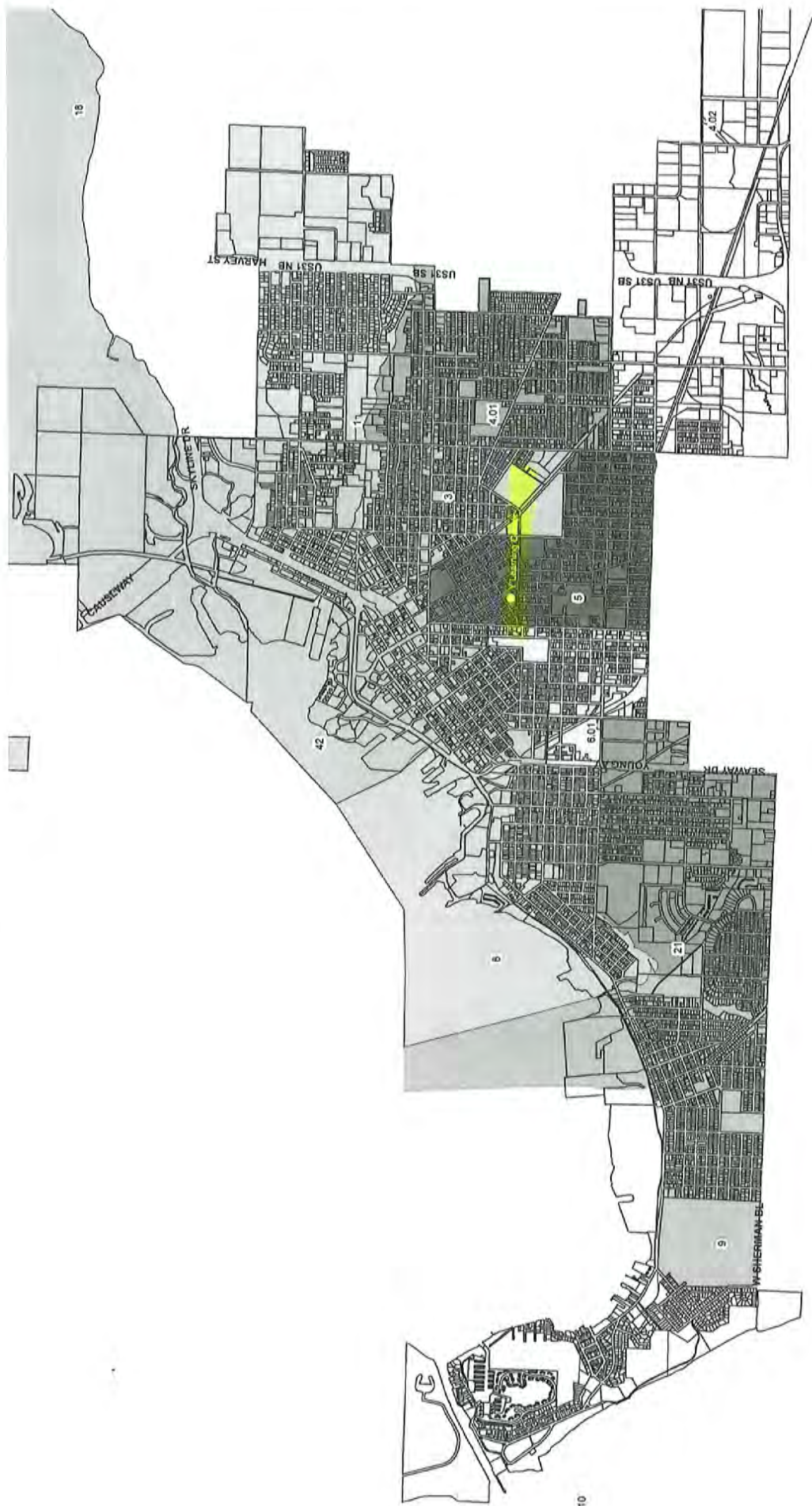
Bruce Spoelman

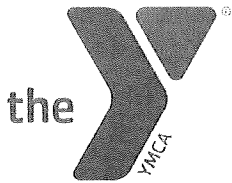
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Signature of Authorized Person

3/31/2021

Date





Muskegon YMCA Association Budget 2021 Summary

FOR YOUTH DEVELOPMENT[®]
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Community Y

Revenue	Budget
Diabetes Prevention	\$177,394.00
HOST	\$47,500.00
Childcare	\$485,300.00
Livestrong	\$10,500.00
Youth Nutrition	\$205,100.00
Safety Around Water	\$37,800.00
Food Access	\$92,420.00
Summer Rec	\$13,380.00
Philanthropy / Events / Rent	\$41,620.00
Community Y Income	\$1,111,014.00

Community Y Net	\$5,490.00
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Expense	Budget
Program Staff	\$520,433.00
Management	\$78,925.00
Payroll/Benefits	\$82,159.00
Travel/Training	\$17,573.00
Supplies	\$198,160.00
Occupancy	\$77,556.00
Communication	\$4,440.00
Marketing	\$15,820.00
Fundraising	\$13,500.00
Contract Services	\$96,958.00

Community Y Expense	\$1,105,524.00
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Camp Pentalouan

Income	Budget
Philanthropy	\$45,250.00
Grants	\$166,362.00
Summer Camp	\$324,800.00
Retreats and Rentals	\$130,500.00
Day Camp	\$28,000.00
Other Camps	\$41,760.00

Pentalouan Income	\$736,672.00
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Pentalouan Net	\$32,824.00
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Expense	Budget
Staff/Program Salary	\$172,644.00
Administration	\$130,803.00
Taxes/Benefits	\$70,224.00
Maintenance	\$79,420.00
Travel/training	\$3,768.00
Supplies	\$96,100.00
Occupancy	\$131,589.00
Communication	\$9,300.00
Marketing	\$5,000.00
Fundraising	\$5,000.00
Pentalouan Expense	\$703,848.00

Total Association	
Income	\$1,847,686.00
Expense	\$1,809,372.00
Association Net	\$38,314.00

MUSKEGON YMCA • PO BOX 1667 • MUSKEGON • MI • 49443

Mission: To put Judeo-Christian principles into practice through programs that build healthy spirit, mind and body for all.

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
CERTIFICATION
RESPONDENT IDENTIFICATION**

Muskegon YMCA

Full Legal Name of Agency

(231) 722-9622

Telephone Number

1115 Third Street, Muskegon, MI 49441

Legal Mailing Address of Agency

095946943

DUNS #

Y Learning Center – COVID-19 Response

Project Title

Gabrielle Gerlach

Contact Person

Director of Childcare

Title

(231) 722-9622 ext. 202

Telephone

ggerlach@muskegonymca.org

E-mail Address of Contact

4/1/2021

Submission Date

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Service Mix: Indicate the mix or type of services to be provided.

The Y Learning Center (YLC) is focused on expanding economic opportunity principally for persons of low and moderate income through providing affordable childcare in the city of Muskegon in the wake of the COVID-19 pandemic. The mission of the YLC is to provide equitable, accessible, high-quality and affordable childcare to children aged six weeks to five years, in a safe and encouraging environment that promotes social-emotional, cognitive, and physical development, in partnership with families and the Muskegon community.

2. Total Project Costs:

CDBG Funds	\$ <u>50,000</u>
Other Funds	\$ <u>35,000</u>
Total Funds	\$ <u>85,000</u>

3. Funding Sources: List below other funding sources and amounts of funds for this project.

Community Foundation for Muskegon County - \$10,000 (May increase in future years)
Scholarship Donation Campaign - \$25,000

4. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

We are located in Geographic Area 5 on the map. We intend to serve the population of the entire map – all of the City of Muskegon. We plan on serving 72 children (with potential to serve more) spread evenly across the geographic areas.

Geographic Areas: 10, 9, 8, 21, 6.01, 42, 5, 3, 1, 4.01, 4.02 = 8.3% each, and 8.7% outside the city of Muskegon. We can't reliably predict the number of participants coming from area 18 but of course welcome any that choose to enroll for services.

5. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% AMI), very low (31-50% AMI), low (51-80% AMI), and Household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)

The following information is based enrollment estimates for the Y Learning Center which will be able to serve approximately 72 children at the center. We estimate 50-67% of our enrolled children will be from lower income families in Muskegon.

Extremely Low (0-30% AMI) = 12.5-16.5% (9-12 children)

Very Low (31-50% AMI) = 12.5-16.5% (9-12 children)

Low (51-80% AMI) = 25-33% (18-24 children)

*Remaining 33-50% will no fall within lower income levels.

Small Family 2-4 = 50% (36 children)

Large Family 5 or more = 50% (36 children)

6. Please provide your agency's most recent annual budget and audit if applicable.

Please see attached Muskegon YMCA's most recent annual budget and audit documents.

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET
(Attach detailed breakdown of project expenses)

PROJECT TITLE: Y Learning Center Scholarships: Accessible, Afforbale & Quality Childcare for All		PROGRAM YEAR: 2021	
SUBCONTRACTOR: N/A - All Muskegon Employees		DATE: 4/1/2021	
CONTRACT PERIOD: N/A			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	0	0	0
SUPPLIES & MATERIAL	0	0	0
CONTRACTUAL	0	0	0
OTHER (INCLUDING OVERHEAD) Scholarships for Childcare Access	\$50,000	\$35,000	\$85,000
TOTAL	\$50,000	\$35,000	\$85,000

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
PROGRAM NARRATIVE

General Instructions: Please respond to the following questions about the agency's program design. (Limit the narrative to three typewritten pages plus attachments).

1. Describe how the proposed project will meet the needs of Muskegon residents without duplicating services.

Lack of affordable child care has been identified as one of the greatest needs in Muskegon County - population approximately 172,000. 70% of low-income households in Muskegon County cite "taking care of home/family" as the reason they are not working. According to the Head Start of Muskegon/Oceana County 2017 Community Assessment, childcare access is problematic with 22 out of 43 census tracts identified as childcare deserts, (three times as many children under 5 than childcare spots). Of these 22 childcare desert tracts, 3 have zero licensed providers. The median household income in Muskegon County is \$46,077 which is well below the national average of \$61,937. The Y Learning Center is a new childcare center opening June 1, 2021 that will specifically focus on enrolling children who do not have access to affordable childcare.

2. Describe how the proposed project will help Muskegon residents prevent, prepare for, or respond to the COVID-19 pandemic.

As a result of the COVID-19 pandemic, Muskegon residents are unable to return to work to boost the economy due to lack of accessible, affordable and quality childcare in the area. The Y Learning Center (YLC) is a direct response to this need. This proposal focuses on care for the Asset Limited Income Constrained Employed (ALICE) population, many of whom do not qualify for subsidy. To provide better childcare access to this population, we are raising scholarships funds specifically for this group.

3. Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.

The Y Learning Center (YLC) builds upon the City's comprehensive neighborhood revitalization and community development efforts. The YLC is leasing space at Covenant Academy – renovating this space. The YLC improves the health, safety and welfare of the community through educating children 6 weeks to 5 years, which is critical to their long-term development. Focus on social-emotion, culturally diverse and healthy choice education are key program focus areas. We will be instrumental in the development of our youngest and brightest rising stars in the community. Our focus is on economic development through providing high-quality, affordable childcare to allow families more choice when deciding if and when to return to work and revitalize and develop our community and economy.

4. Define how the proposed service and mix will be delivered. Detail the mode of service delivery i.e., months of operation, daily hours, intake system, transportation plans, outreach and referral mechanism, contingency or backup plans to assure service availability at all time, etc.

The Y Learning Center (YLC) is a comprehensive early childhood program serving children ages six weeks to five years and their families in Muskegon County. Guided by best practice, the YLC adheres to all state licensing requirements and participates in Michigan's Great Start to Quality Rating System (GSQ – QRS). The mission of the YLC is to provide high-quality and affordable childcare to children aged six weeks to five years, in a safe and encouraging environment that promotes social-emotional, cognitive, and physical development, in partnership with families and the community. The vision of the program is a community in which a child's zip code and socioeconomic status is not a primary determinant of their short- and long-term growth and success. The YLC will operate year-round from 10-12 hours per day Monday through Friday.

5. Provide a self-evaluation of previous experience in providing the services proposed. This evaluation should include how long the agency has been providing services, how many clients have been served, how successful the program has been, how success was determined, what kind of follow-up plan was used and documentation of the support of local community organizations.

The Muskegon YMCA has been providing services for the City since 1916. The Y Learning Center will be a new service provided by a YMCA with heritage steeped in serving youth and families. The Y is a national leader in childcare and the YLC is able to leverage this expertise in the creation of this program to ensure its sustainability. In 2020 alone, the outreach created opportunities for partnership, collaboration, and shared services, including participation in community responses to the Covid-19 pandemic. Using its established program, outreach and leadership infrastructure, the Muskegon YMCA provided temporary housing at YMCA Camp Pentalouan for Covid-exposed migrant workers and 198,644 meals to date for those facing food insecurity. Additionally, the Muskegon YMCA continues to provide a robust program of nutrition education in collaboration with many districts in the MAISD, and through Community Encompass. Finally, even without owning their own swimming pool, the Muskegon YMCA provides Safety Around Water programs to over 1,000 third graders annually, including every third grader in Muskegon Public Schools.

6. Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through.

The Y Learning Center will organize and coordinate service delivery through a combination of specialized childcare software system – ProCare and financial need surveys. The YLC will utilize this software system for intake, referrals and case/family management.

7. Describe the staffing component necessary to provide services proposed and their qualifications. Please attach resumes for individuals responsible for carrying out the proposed program.

The Y Learning Center (YLC) is currently hiring staff for this program. Staff must meet state licensing and Great Start to Quality criteria. All employees will be highly qualified early childhood education experts. Gabrielle Gerlach is the YLC's Director of Childcare. She has over 13 years of education and recreation management experience. Please see attached resume.

8. Are any the staff responsible for carrying out the proposed program related to any City of Muskegon Commissioner or other city official?

No.

9. Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support.

Children will be emotionally and physically safe while they learn and grow, meaning the physical environment meets the highest standards for cleanliness, safety, and maintenance, staff meets the highest standards of education and training, and curriculum and activities meet the highest standards of best practice. Parent and family engagement is foundational, and staff communicate regularly with parents about not only their child's progress and care, but also provide referrals and supports to address other areas of concern for the parents and family. Each family's unique strengths, resilience and challenges are incorporated into the program's interactions and work with their children, as staff create a partnership with parents and families. Parents and families are also involved in program oversight and governance, including participation in classroom activities and review of policies and operational practices.

Diversity, equity, and inclusion are central to program policies, practices, and materials to address the range of demographic, cultural, social, and educational characteristics of the program's target population of children, families, and communities.

10. Describe the agency's project evaluation plan and outcomes. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals. External evaluation and feedback are valued, and the Y Learning Center (YLC) strives to achieve a 5-star rating within Michigan's Great Start to Quality – Quality Rating System, which covers Staff Qualifications and Professional Development, Family and Community Partnerships, Administration and Management, Environment, and Curriculum and Instruction. The YLC works with the Great Start to Quality Western Resource Center for consultation to achieve and maintain a Star-rated program. We will track the case studies at YLC to ensure we are reaching needy populations.

11. Provide a plan for coordinating services with other agencies. Document any commitments in writing. Community partnerships are central to the success of the Y Learning Center, and success can only be achieved with a diverse group of partners. Goodwill Industries of West Michigan (GWIM) is a key partner. The Childcare Development Coordinator for United Way of the Lakeshore is an involved and committed advocate for the project, and the Great Start Collaborative and the Community Foundation for Muskegon County are active supporters. Private and public partnerships are also central to the YLC and include business leaders and state and local governmental representatives. The Director of Childcare is focused on coordinating the program services with partner agencies, including working with Muskegon Public Schools to provide PreK services for their students.

12. Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients.

The Y Learning Center's pricing model is structured to focus on benefiting low and moderate income families. To achieve this vision, there must be a balanced and sustainable blend of children from various socio-economic backgrounds. This includes those eligible for state subsidy and those able to pay full tuition. That said, a critical service need is care for the Asset Limited Income Constrained Employed (ALICE) population, many of whom do not qualify for subsidy. The YLC leverages the public and private partnerships of the Muskegon County Child Care initiative to develop and maintain a blended system of funding that assures all children and families, including the ALICE population, can participate fully in the program. This proposal focuses on raising scholarship funds for the ALICE population. The more scholarship money we raise, the more children in this population we can serve in Muskegon.

13. Describe the functions of the agency's Board of Directors and how it was involved in the development and submission of this proposal.

The Muskegon YMCA's Board of Directors develops and oversees our organization's strategic plan. The Y Learning Center fits into the Board's strategic initiatives of awareness, growth and sustainability. Additionally, it meets their filters of being uniquely qualified, unduplicated service and long-term sustainability. We have the Board's full support and approval of this proposal and they were integral in the development of this program.

14. Please address the following questions in your narrative:

a. How many persons were served by your agency last year:

Muskegon YMCA served approximately 6,000 people in 2020. The Y Learning Center is a new initiative at the Muskegon YMCA, that will open for business June 1, 2021.

- b. Was the proposed service/project provided previously by your agency? If so, how was it funded?

No, this is a new initiative that was created to help with childcare disparity in Muskegon, especially after the economic crisis resulting from the COVID-19 pandemic.

- c. Does your agency/organization have a fee schedule for this particular service/project? Please provide.

Yes, please see attached document. This document is a work in process. Financial Aid amounts are determined by the state.

EXHIBIT I

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
AUTHORIZED SIGNATURES**

The following officers or employees are duly authorized by the Board of Directors of **Muskegon YMCA** to carry out the performance contemplated by a contract with the City of Muskegon and can execute a contract on behalf of **Muskegon YMCA**.

<u>Name</u>	<u>Title</u>
<u>Bruce Spoelman</u>	<u>CEO</u>
<u>Gabrielle Gerlach</u>	<u>Director of Childcare</u>
_____	_____
_____	_____
_____	_____

Mike Workman

DocuSigned by:

Mike Workman

DACC5CB8E85F423

Signature of Chair of Board of Directors (CVO)

3/31/2021

Date

EXHIBIT II

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
ACCOUNTING SYSTEM**

I am the chief financial officer of Muskegon YMCA, and in this capacity I will be responsible for providing financial services adequate to ensure the establishment and maintenance of an accounting system for this agency. The accounting system and internal control procedures will be adequate to safeguard the assets of this agency, check the accuracy and reliability of accounting data, promote operating efficiency and assure compliance with prescribed management policies of the agency and the City of Muskegon.

Carla Eenigenburg

DocuSigned by:

Carla Eenigenburg

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Signature of Financial Officer

3/31/2021

Date

EXHIBIT III

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
SECURITY POLICY**

In keeping with the general conditions of the prime grant agreement between the City of Muskegon and the U.S. Department of Housing and Urban Development, all records, reports, etc., must be kept confidential and retained for a period of three years after the end of the contract. Because of these requirements, it is necessary for the subcontractor to maintain all data in a safe and secure place.

The undersigned certifies that Muskegon YMCA shall have in place a mechanism for keeping records, reports and all data related to this project confidential and in a safe and secure place.

Mike Workman

DocuSigned by:

Mike Workman

DAC66CB0E85F423...

Signature of Chair of Board of Directors

3/31/2021

Date

DOCUMENTATION

1. Authorized Signatures – Submit an executed copy of Exhibit I certifying those officers or employees of the agency having the authority to carry out the performance contemplated by a contract and which designates the person or persons who execute the contract on behalf of the organization and legally bind the organization to the terms of the contract.
2. Accounting System – Submit an executed copy of Exhibit II certifying the adequacy of the agency's accounting system.
3. Security Policy – Submit an executed copy of Exhibit 3 certifying the confidentiality and retention of records.
4. Section 501(C) (3) – Submit evidence that the agency is in compliance. Attach a copy of the agency's certification.
5. Licensing – Submit certification that the agency and its employees comply with all local, state and federal licensing requirements for project services provided.
6. Personnel – Submit a copy of your employment profile including total employees, male, female and minority employees both male and female plus positions held.
7. Financial Audit – Submit the agency's most recent financial audit.
8. Board of Directors – Submit a roster of all members of the agency's Board of Directors: include their addresses and telephone numbers.

I hereby certify all information and documentation submitted as part of this proposal to be correct and true to the best of my knowledge.

Bruce Spoelman

DocuSigned by:

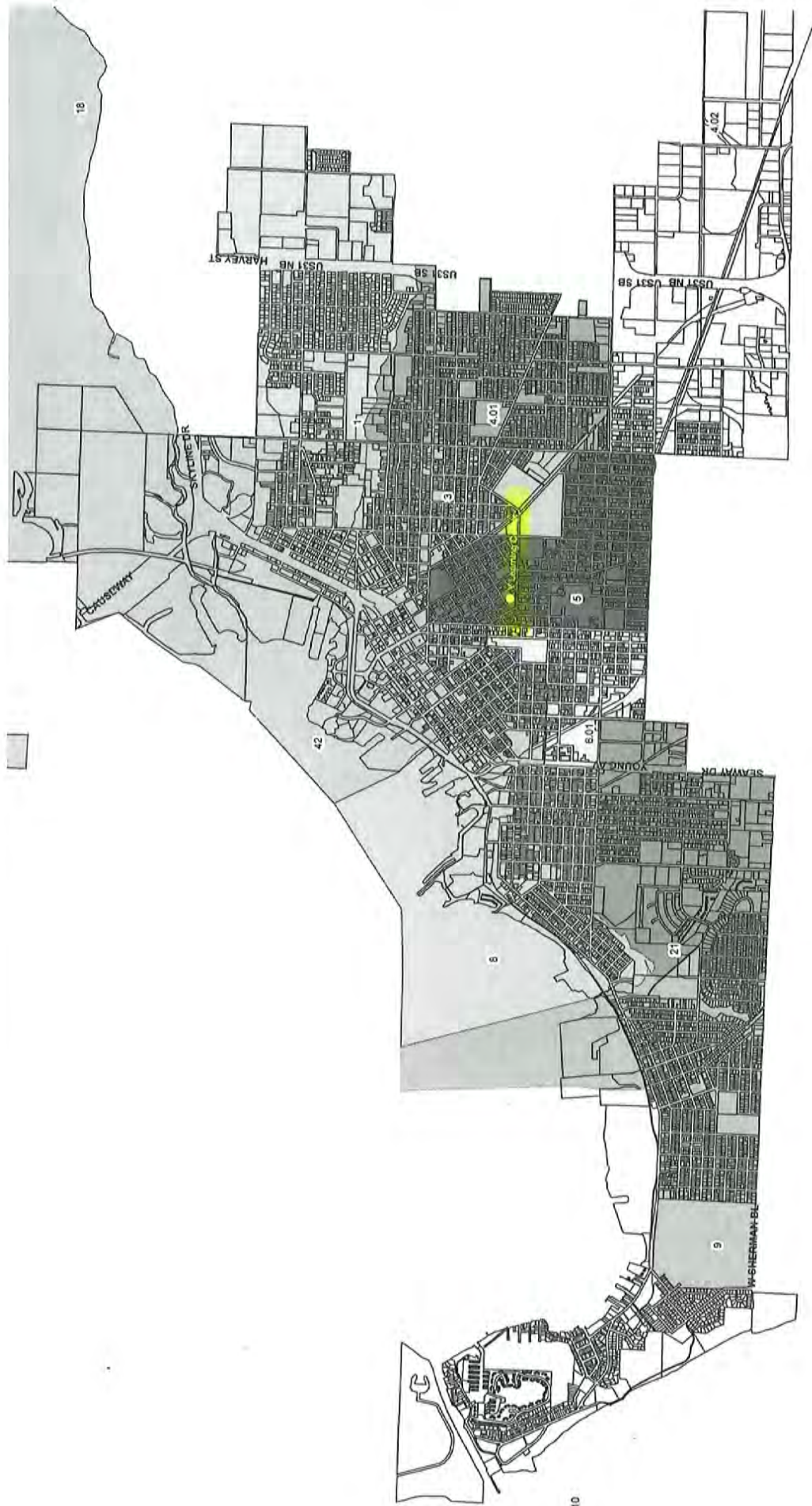
Bruce Spoelman

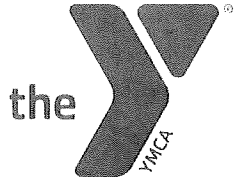
EC08EE920881456

Signature of Authorized Person

3/31/2021

Date





Muskegon YMCA Association Budget 2021 Summary

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Community Y

Revenue	Budget
Diabetes Prevention	\$177,394.00
HOST	\$47,500.00
Childcare	\$485,300.00
Livestrong	\$10,500.00
Youth Nutrition	\$205,100.00
Safety Around Water	\$37,800.00
Food Access	\$92,420.00
Summer Rec	\$13,380.00
Philanthropy / Events / Rent	\$41,620.00
Community Y Income	\$1,111,014.00

Community Y Net	\$5,490.00
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Expense	Budget
Program Staff	\$520,433.00
Management	\$78,925.00
Payroll/Benefits	\$82,159.00
Travel/Training	\$17,573.00
Supplies	\$198,160.00
Occupancy	\$77,556.00
Communication	\$4,440.00
Marketing	\$15,820.00
Fundraising	\$13,500.00
Contract Services	\$96,958.00

Community Y Expense	\$1,105,524.00
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Camp Pentalouan

Income	Budget
Philanthropy	\$45,250.00
Grants	\$166,362.00
Summer Camp	\$324,800.00
Retreats and Rentals	\$130,500.00
Day Camp	\$28,000.00
Other Camps	\$41,760.00

Pentalouan Income	\$736,672.00
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Pentalouan Net	\$32,824.00
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Expense	Budget
Staff/Program Salary	\$172,644.00
Administration	\$130,803.00
Taxes/Benefits	\$70,224.00
Maintenance	\$79,420.00
Travel/training	\$3,768.00
Supplies	\$96,100.00
Occupancy	\$131,589.00
Communication	\$9,300.00
Marketing	\$5,000.00
Fundraising	\$5,000.00
Pentalouan Expense	\$703,848.00

Total Association	
Income	\$1,847,686.00
Expense	\$1,809,372.00
Association Net	\$38,314.00

MUSKEGON YMCA • PO BOX 1667 • MUSKEGON • MI • 49443

Mission: To put Judeo-Christian principles into practice through programs that build healthy spirit, mind and body for all.

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
CERTIFICATION
RESPONDENT IDENTIFICATION**

Bethany Housing Ministries dba Community enCompass
Full Legal Name of Agency

231-728-3117
Telephone Number

1105 Terrace, Muskegon, MI 49442
Legal Mailing Address of Agency

1143931330
DUNS #

Youth Empowerment Project
Project Title

Virginia Taylor
Contact Person

Bethany Housing Director
Title

231-728-3117
Telephone

virginia@communityencompass.org
E-mail Address of Contact

4/6/2021
Submission Date

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY**

1. Service Mix: Indicate the mix or type of services to be provided.

Year Round Youth Program

2. Total Project Costs:

CDBG Funds	\$ <u>20,000</u>
Other Funds	\$ <u>81,833</u>
Total Funds	\$ <u>101,833</u>

3. Funding Sources: List below other funding sources and amounts of funds for this project.

CCHD	\$7,000
Gerber Foundation	\$5,000
Looking Out Foundation	\$3,000
Barnabas Foundation	\$5,000
Nelson Neighborhood Assoc	\$2,500
Lawncare Contract City	\$16,000
Contributions	\$17,233
Michigan Works in-Kind	\$19,000

4. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.

The project serves high school youth living in the City of Muskegon.

5. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% AMI), very low (31-50% AMI), low (51-80% AMI), and Household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines)

100% of High School and Elementary Students served by the project are very low income (71 Students total) The Household sizes vary from small to large families.

6. Please provide your agency's most recent annual budget and audit if applicable.

Attached

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
PROGRAM NARRATIVE**

General Instructions: Please respond to the following questions about the agency's program design. (Limit the narrative to three typewritten pages plus attachments).

1. Describe how the proposed project will meet the needs of Muskegon residents without duplicating services.

The students who participate in the YEP program are primarily African American youth living in poverty in downtown Muskegon. This past year has been extremely hard for many of them, given the elimination of so much that has been normal to their daily lives and structure. While the YEPs had to move their weekly meetings to a virtual platform, one of the things that remained consistent for the YEPs in 2020 was the Summer Work Experience which employed 19 youth in outdoor activities in the core city neighborhoods, allowing for safe, socially distant work environments where youth were able to earn some money, learn new skills, and participate in the building (and rebuilding of their neighborhoods).

A good job is the foundation of economic security and a social influencer of health. With poverty rates exceeding 15 percent in Muskegon, ensuring youth have access to early work experiences should be a priority. A disproportionate number of African American youth are living in poverty in our core city neighborhoods and lack the opportunities provided to their white counterparts in more affluent neighborhoods. The Department of Labor reports that more than two-thirds of younger workers are white youth from higher-income households, and that 41 percent of white youth who want to work find employment compared to 24 percent of youth of color. While low-income youth of all racial and ethnic groups are less likely to be employed low-income white youth were 7 percent more likely to be employed than higher-income black youth. The impact of this disparity has long-term outcomes. Youth who do not have stable jobs by their early twenties are at greater risk for joblessness, permanently lower earnings, and poorer health.

On the other hand, youth with work experiences will earn an annual income 22 percent higher than their counterparts who did not work. The promise of early work experiences has higher stakes for people of color who are more likely to experience negative life outcomes due to disparities. Early work experience is a pathway to economic opportunity and mobility; expands career options, increases lifetime wages; improves academic outcomes, improves soft skills, reduces justice system involvement, improves health; and strengthens the workforce. This suggests a need to target early work opportunities toward low-income youth of color whose prospects for socioeconomic mobility are severely limited and who are at greater risk for negative, long-term outcomes. These students are impacted the most from the immediate and longer-term positive benefits of early work experiences. In addition to work experience, they need leadership development opportunities. African American youth in our neighborhoods have felt stigmatized on the basis of race, income, and age. They don't feel like they matter or that their voices are heard. They don't have the knowledge or the connections to engage in a positive way in their community and often feel disenfranchised and unconnected.

We employ a strategy that focuses on providing quality youth development in five core competencies: Working, Learning, Thriving, Connecting, and Leading. These competencies are built through weekly leadership development, summer work experience, and arts/cultural activities.

Leadership Development: YEP is not just a “safe place” for teens to be during their most vulnerable out of school hours, but a structured and purposeful program. Research on youth leadership development underscores the importance of helping youth develop the skills and competencies they need to succeed. Because youth have great potential to be great connectors and leaders in their communities, leadership development benefits the individual teen and the community they live in. Cultivating leadership skills, showcasing their talents, and empowering them to contribute positively to their community can also shift community-wide perceptions about youth and promote a culture in which they are valued, contributing members of the community. YEP meet year-round to engage in leadership development.

Early Work Experience: We employ, train, and mentor 21 YEP throughout the summer. With work experience, they learn fundamental soft skills like communication and customer service, which employers are looking for when making hiring decisions, in addition to developing marketable job skills in the following areas.

Camp Counselors Work Experiences

YEP serve as Counselors in our Summer Day Camp called C.A.T.C.H. Camp. An outdoor summer day-camp for K-6th graders, which runs 4 days a week for 8 weeks of the summer. Campers take a field trip outside of Muskegon to places such as Silver Lake Sand Dunes, Grand Rapids Children’s Museum, Camp Pandalouan, MI’s Adventure, etc. Registration for Camp happens on Father’s Day, with a big food and fun event at the neighborhood park. This event regularly engages 200 neighbors and registers over 100 kids for Camp. Due to COVID, the numbers are scaled back this summer to allow for social distancing.

Bethany Housing Construction/Rehab Work Experiences - YEP learn home construction and rehab skills in our Bethany Housing Program which produces, preserves, and protects affordable housing in downtown Muskegon neighborhoods. By providing this experience, we have an opportunity to change the mis-perception among young people that they need an expensive 4-year degree to have a lucrative career in a high demand field. Construction is also a tangible way for YEP to see the difference they can make in their neighborhood and even in their own homes.

Farming at McLaughlin Grows Work Experiences – YEP learn about urban farming, sell produce at the market, and provide leadership for the 110+ children and adults who volunteer on the farm. The agriculture industry is an important component of the West Michigan economy. Employers say there is a shrinking supply of suitable talent and entry-level candidates with the soft skills to fill positions needed in this growing industry.

Neighborhood Beautification Work Experiences - And finally YEP keep vacant lots in our neighborhood clean and mowed while learning the lawn care business. We collaborate with the Nelson Neighborhood Improvement Association and the City of Muskegon to maintain vacant lots owned by the City throughout the neighborhood. Lawn care is also an in demand job in West Michigan with above average job growth expected over the next 10 years.

Arts & Culture: YEP experience the arts and culture. Especially this past year when social distancing and the COVID epidemic forced us to rethink how we operate and build connections with one another, the Mural the YEP created with a local muralist (extending the length of the Sacred Suds building—50 feet long and 10 feet high), allowed them to express their feelings, connect with one another and the community, and create a lasting work of public art for neighbors to enjoy. Not to mention, giving our Sacred Suds Community Center a much-needed exterior makeover. This Summer YEP will have a unique opportunity to work with a world-

renowned artist, Hubert Massey, commissioned by the City of Muskegon to create a Mural on the new convention center/arena downtown in partnerships with the Community Foundation, Muskegon Heritage Museum, the James Jackson Museum of African American History. This project provides opportunity to engage youth in the two communities of our urban core, Muskegon and Muskegon Heights with neighbors and retirees from the iconic industries of Muskegon. Hubert Massey's philosophy and approach to design and implementation begins with and emphasizes engaging the community. Massey's goal is to create a work of art that reflects the story of Muskegon as told by its residents. He and the YEPs facilitated three forums and invited members of the community and representatives of local organizations and institutions to share with him their memories and experiences working in the most iconic industries of Muskegon. He listened to community members' hopes for the future of this community – and their ideas for the most expressive and appropriate image or images representing the rich history of this community. Our YEP participated in these conversations and will be collaborating with students from Muskegon Heights, who more commonly see themselves as rivals, to work together in the development of the mural. The final product will be completed in late September, and will cover an 80 ft. by 20 ft. area on the front of the Mercy Health Arena, on Western Ave. The public nature of this location as a “destination” in Muskegon County will be affirming to the YEPs, as they continue to elevate their voice in this City.

2. Describe how the proposed project will help Muskegon residents prevent, prepare for, or respond to the COVID-19 pandemic.

Youth faced many challenges because of COVID: change in routines; break in continuity of learning; break in continuity of health care, missed significant life events, and loss of security and safety. It is more important than ever to provide teens with opportunity to stay socially connected. The YEP programs response to the pandemic is to engage youth in activities that will keep them connected and provide opportunities for growth.

3. Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.

This project aligns with the following City Objectives: Reduction in the isolation of income group within the community by increasing diversity and vitality of neighborhoods; Youth Groups/Recreation Programs; and Economic Development.

4. Define how the proposed service and mix will be delivered. Detail the mode of service delivery i.e., months of operation, daily hours, intake system, transportation plans, outreach and referral mechanism, contingency or backup plans to assure service availability at all time, etc.

Youth are recruited and apply for the program starting in May. Youth are interviewed and accepted into the program based on the interview. They are referred from Michigan Works, other teens, parents, and schools. Youth are engaged in leadership development and Arts and Culture activities one day a week year-round. During the Summer youth are engaged in Early Work experiences Monday, Tuesday, Wednesday and Thursday for 8 weeks, beginning the second week of June through the middle of August. Transportation is provided for Leadership Development and youth are provided a bike for Summer Work Experience Transportation.

5. Provide a self-evaluation of previous experience in providing the services proposed. This evaluation should include how long the agency has been providing services, how many clients

have been served, how successful the program has been, how success was determined, what kind of follow-up plan was used and documentation of the support of local community organizations.

Community enCompass has been empowering youth for over 12 years. Each year 20-30 high school students are engaged in leadership development, work experience, and arts/culture. Our YEP Director builds relationships with the YEP and stays in touch with them when they graduate. We just hired a YEP who recently graduated from Spellman College. Our YEP director documents the success of YEP in monthly committee reports which includes engagement in leadership development, work experience, and arts/culture, graduation rates, college acceptance, and college graduation. Our YEP have attended prestigious schools like Columbia, Harvard, Spellman, Michigan State University and many more.

6. Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through.

Elementary students who attend CATCH Camp or who are tutored by YEP often apply to become a YEP themselves when they reach High School. Once a teen is accepted into the YEP program, they stay in the program until the graduate from High School if they continue to stay engaged. As students graduate, openings for new students are created. Students apply and are interviewed for open slots. The YEP director keeps in touch with YEP graduates.

7. Describe the staffing component necessary to provide services proposed and their qualifications. Please attach resumes for individuals responsible for carrying out the proposed program.

YEP Director, Charlotte Johnson: Ms. Johnson has been working with and for youth in the city for over a decade, working closely with Muskegon Public Schools through her work as a Parent Advocate, Volunteer Reading Program Coordinator at two elementary schools, and coordinating our summer CATCH Camp. Ms. Johnson has been working with outcomes-based programming for Community enCompass for over 11 years. She is a neighbor and knows the families of the students well. charlotte@communityencompass.org
YEP and their supervisors participating in paid work experiences through CATCH Camp, Bethany Housing Rehab/Construction and Beautification and McLaughlin Grows Urban Farm. Every year, core-city youth participate in various aspects of our Youth Empowerment Project, including college tours, professional visits to local/regional employers, and a summer work experience in their neighborhoods.

8. Are any the staff responsible for carrying out the proposed program related to any City of Muskegon Commissioner or other city official?

No

9. Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support.

Community enCompass is a grass-roots Christian Community Development Organization that has served downtown Muskegon neighborhoods for over 25 years. Community enCompass' mission is to empower people and build community in the Downtown neighborhoods by sharing

God's love, as we walk alongside neighbors, seeking justice and a better quality of life for all through long-term, sustainable changes.

Community enCompass envisions a restored neighborhood, in which all neighbors have identified and have opportunity to use their God-given gifts towards the building and strengthening of their community. We envision a neighborhood where all the assets of our community—the gifts of the residents, of the associations, and of the institutions—are fully utilized, so that our neighborhood becomes more of a picture—or preview! —of heaven.

Through a wide range of resident-driven programs, we effect positive, sustainable change by empowering individuals to improve the well-being of our community in three core areas:

Housing, Youth, and Food.

HOUSING - Stable housing is fundamental to a persons' ability to be and achieve their best, as well as an indication of neighborhood stability. Since 1995 we have been dedicated to producing and preserving affordable, quality housing, protecting vulnerable neighbors from social exclusion or displacement, and eradicating homelessness in Muskegon.

YOUTH – Youth discover who they are in our Youth Empowerment Program (YEP) – YEP Provides a space for teens to improve their self-esteem and discover their talent while they develop skills in the areas of working, learning, thriving, connecting, and leading. Empowering youth to become leaders now, while forever changing their futures, as they become pillars of society.

FOOD - Growing Food, Growing Community, Growing Neighbors is our priority as we increase access to locally grown, fresh produce for core-city Muskegon and provide education on healthy eating while also integrating community and healthcare resources to improve the health of neighbors who are living with or at risk for chronic diseases.

The YEP program is supported by multiple foundations and individual donors. Last year, because of COVID, there was a decrease in foundation support for the program.

10. Describe the agency's project evaluation plan and outcomes. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals.

The purpose of the project is to use leadership development, mentor-supported work experience opportunities, and arts & cultural activities as a delivery system for improving the lives of low-income youth in downtown Muskegon.

21 High School Youth are provided the opportunity of paid work experience

21 High School Youth become leaders who are civically engaged in their neighborhood

21 High School Youth are engaged with the Massey Mural Project in Muskegon

50 Elementary Students attend 6 week Summer Day Camp with YEP (high school youth) Camp Counselors

Leadership Development Results: YEP who are engaged in leadership development and our community will benefit in the following ways: build social skills, communication skills, and connections across race, class, and age groups; youth learn skills to minimize stressors they may face; youth feel empowered when they become a valued, contributing member of the community; youth experience an increased sense of pride; youth feel they are understood, appreciated, and connected to the adults in their lives when they are affirmed; youth are more engaged in the community when they understand they now have a voice; youth have more awareness of the communities strengths; and negative perceptions about youth in our community are shifted.

Work Experience Results: Research shows that effective youth work experience programs have demonstrated positive effects on long-term outcomes with increased average earnings. Summer work experience decreases criminal justice involvement, youth mortality, and improves school attendance and graduation rates. Effective summer youth work experience programs, like YEP, are key to combating the inequities experienced by youth of color by reducing disparities to

accessing and benefiting from important work opportunities that expand their professional networks, contribute to the development of critical soft skills such as communication, responsibility, academic and career motivation, and work readiness.

Arts and Culture Results: Arts and Culture build stronger connections with their community and enhances their identity within their neighborhood. The Massey Mural project will create a greater shared understanding of our community and its history as teens create relationships with other teens and adults across artificial neighborhood boundaries. Additionally, this project will take them out of Muskegon as they will take a field trip to Massey's studio in Detroit where they will see the Massey's process and methods and have a hand in what he is creating. YEPS will also have an amazing opportunity to be involved in the installation of the work at the Arena.

11. Provide a plan for coordinating services with other agencies. Document any commitments in writing.

In previous years, YEP has coordinated with other agencies in the past, but with COVID there are no plans to coordinate with other agencies this year.

12. Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients.

The program operates in a low-income neighborhood and serves students from low-income families. Students income eligibility will be documented during the application process.

13. Describe the functions of the agency's Board of Directors and how it was involved in the development and submission of this proposal.

The Board of Directors meets monthly to set the vision and direction of the organization. They get monthly reports on grant applications and awards. They signed the application exhibits.

14. Please address the following questions in your narrative:

- a. How many persons were served by your agency last year:

Over 9,000

- b. Was the proposed service/project provided previously by your agency? If so, how was it funded?

Yes, The project is funded by grants and private donations. Because of COVID, many of the foundations we normally solicit support from did not issue request for proposals or fund programs that were not directly related to COVID.

- c. Does your agency/organization have a fee schedule for this particular service/project? Please provide.

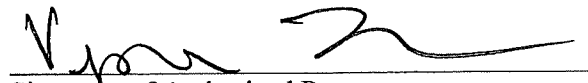
There is no charge for YEP to participate in the project.

DOCUMENTATION

1. Authorized Signatures – Submit an executed copy of Exhibit I certifying those officers or employees of the agency having the authority to carry out the performance contemplated by a contract and which designates the person or persons who execute the contract on behalf of the organization and legally bind the organization to the terms of the contract.
2. Accounting System – Submit an executed copy of Exhibit II certifying the adequacy of the agency's accounting system.
3. Security Policy – Submit an executed copy of Exhibit 3 certifying the confidentiality and retention of records.
4. Section 501(C) (3) – Submit evidence that the agency is in compliance. Attach a copy of the agency's certification.
5. Licensing – Submit certification that the agency and its employees comply with all local, state and federal licensing requirements for project services provided.
6. Personnel – Submit a copy of your employment profile including total employees, male, female and minority employees both male and female plus positions held.
7. Financial Audit – Submit the agency's most recent financial audit.
8. Board of Directors – Submit a roster of all members of the agency's Board of Directors: include their addresses and telephone numbers.

I hereby certify all information and documentation submitted as part of this proposal to be correct and true to the best of my knowledge.

Virginia Taylor



Signature of Authorized Person

4/6/2021

Date

EXHIBIT I

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
AUTHORIZED SIGNATURES**

The following officers or employees are duly authorized by the Board of Directors of **Community enCompass** to carry out the performance contemplated by a contract with the City of Muskegon and can execute a contract on behalf of **Community enCompass**.

Name

Title

Kimi George

Executive Director

Virginia Taylor

Bethany Housing Director

Todd Olson

Operations Director

Bill Uetricht

Board Co-Chair

Tara Foreman

Board Co-Chair

Tara Foreman

Signature of Chair of Board of Directors

4-5-21

Date

EXHIBIT II

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
ACCOUNTING SYSTEM**

I am the chief financial officer of Community enCompass, and in this capacity I will be responsible for providing financial services adequate to ensure the establishment and maintenance of an accounting system for this agency. The accounting system and internal control procedures will be adequate to safeguard the assets of this agency, check the accuracy and reliability of accounting data, promote operating efficiency and assure compliance with prescribed management policies of the agency and the City of Muskegon.

Todd Olson



Signature of Financial Officer

4/6/21

Date

EXHIBIT III

**CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
SECURITY POLICY**

In keeping with the general conditions of the prime grant agreement between the City of Muskegon and the U.S. Department of Housing and Urban Development, all records, reports, etc., must be kept confidential and retained for a period of three years after the end of the contract. Because of these requirements, it is necessary for the subcontractor to maintain all data in a safe and secure place.

The undersigned certifies that Community enCompass shall have in place a mechanism for keeping records, reports and all data related to this project confidential and in a safe and secure place.



Signature of Chair of Board of Directors

4-5-21

Date

Internal Revenue Service

Department of the Treasury

TO Gen. Plenary

P. O. Box 2508
Cincinnati, OH 45201

Date: March 8, 2002

Person to Contact:
Ms. K. Hilson 31-07340
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
38-3279226

Bethany Housing Ministries, Inc.
% Gary Post
1105 Terrace St
Muskegon, MI 49442-3446

Dear Sir:

This letter is in response to your telephone call March 8, requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in March 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations; or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

REGISTRATION #:
29745



DANA NESSEL
ATTORNEY GENERAL

EXPIRATION DATE:
7/31/2021

Bethany Housing Ministries Inc
1105 Terrace
Muskegon, MI 49442

This is your current
CHARITABLE SOLICITATION REGISTRATION
Bethany Housing Ministries, Inc.

- **The renewal form for this registration is due 30 days prior to above expiration date.** The Renewal Solicitation Form is available on the Attorney General Charitable Trust's website www.mi.gov/charity.
- **Extension** may be requested if renewal cannot be submitted timely. A request must be received on or before the expiration date via **Email** and **must** include registration number in subject line. Notification will **not** be sent. If granted, a new expiration date will appear on our searchable database www.mi.gov/charitysearch.
- **Throughout the year**, notify us within 30 days of changes in the following:
 - Address, or your name and any other names used
 - Board of directors or resident agent
 - Any information that appears on your organization report on our searchable database at www.mi.gov/charitysearch.
 - Ceasing operations or merging with another organization
- Submit any **contracts** you enter into with professional fundraisers within 10 days of execution. Charities must verify the licensure of their professional fundraisers. Licensure can be verified at www.mi.gov/charitysearch.
- **The Attorney General Registration number listed above must be referenced on all documents.**

Charitable Trust Section
P.O. Box 30214
Lansing, MI 48909

Phone: 517-335-7571
Fax: 517-241-7074
Email: ct_email@mi.gov
Website: www.mi.gov/charity

Community enCompass Employee Status List

Name	Position	FTE	Gender	Race	Program
	Executive Director	40	F	White	Admin
Todd Olsen	Director of Operations	40	M	White	Admin
Kimi George	Rehab CD Catalyst	40	F	Asian	Admin/BH
Virginia Taylor	Bethany Housing Director	40	F	White	Admin/BH
Kiara Scott	PSH Coordinator/FSL	40	F	Black	BH/PSH
Charlotte Johnson	YEP Director	40	F	Black	YEP/HS
Michael Ramsey	Homeless Services Director	40	M	Hispanic	HS
Cherrelle Hughey	ESG Lead	40	F	Black	HS
Charlotte (CJ) Johnson	CERA Lead	40	F	White	HS
Anetria Brown	CERA Multi-Site Coord	40	F	Black	HS
Dawanda Greene	HRS	40	F	Black	HS
Edward Guerrero	HRS	40	M	Hispanic	HS
Dominique Smith	HRS	40	F	Black	HS
Lakeisha Handcock	HRS	40	F	Black	HS
Aaron Pulsifer	HRS	40	M	Black	HS
Carl Ferguson	HRS	40	M	Black	HS
Mary Wright	Clerical	40	F	Black	HS
Alex Brower	HMIS Lead	40	M	White	HS
Susan Williams	AmeriCorps	40	F	Black	HS
	AmeriCorps	20			HS
	AmeriCorps	20			HS
Steve Keglovitz	MCAH AmeriCorps VISTA	40	M	Hispanic	HS
Shari Resnick	Receptionist	40	F	White	HS
Chelsea Buchanan	CERA	40	F	White	HS
Stanley Shank	CERA	40	M	White	HS
Deana Washburn	CERA	40	F	White	HS
Anna Riegler	CERA	40	F	White	HS
Kevin	CERA	40	M	Hispanic	HS
Ericka Wickliffe	CHW	40	F	Black	HS
Laresa Burt	CHW	40	F	Black	HS
Zosia Mackay	Communications Coord	30	F	Black	Admin
Niyata Brown	PSH Family Support Liaison	40	F	Black	PSH
	Bethany Rehab	40			BH
Dana Gannon	MPFH Coordinator	40	F	White	Food/Farm
Tristan Shultz	McGrows Farm Manager	40	M	White	Farm
Al	McGrows Farm Hands	40	M	Hispanic	Farm

Supervisors/Senior Leadership Team

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET
 (Attach detailed breakdown of project expenses)

PROJECT TITLE: YEP		PROGRAM YEAR: 2021	
SUBCONTRACTOR: Community enCompass		DATE: April 6, 2021	
CONTRACT PERIOD: June 2021 – May 2022			
ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
Staff	\$20,000	\$11,716	\$31,716
Programming	0	\$31,617	\$31,617
Youth Work Stipends	0	\$32,500	\$32,500
Lawn Care Expenses	0	\$6,000	\$6,000
Total	\$20,000	\$81,833	\$101,833

Youth Empowerment Project (YEP)							
Income				Budget 2021	Comments		
Grants							
CCHD grant Diocese of GR				\$7,000.00			
Gerber Foundation				\$5,000.00			
Lookout Foundation - mural				\$3,000.00	Stipends for kids working on Massey Mural		
Trinity University/Barnabas Foundation				\$5,000.00			
NNIA				\$2,500	committed		
CDBG				\$20,000			
Contributions/Fundraisers				\$17,233.00			
Donor advised gift: Work based learning							
Donor Advised: Videography							
Christmas store				\$4,500.00			
Contracts: City of Muskegon (Lawn Care)				\$16,000.00			
Reimbursement (HBCU tour)							
In-Kind							
WMWorks! (17) Work Experience Stipends				\$19,000.00			
BC Teen Room				\$2,600.00			
Total Income				101,833			
Expenses							
Staff							
YEP Director				\$17,680.00			
Payroll expenses				\$3,536			
YEP Assistant				-			
Programs							
Field trips/college tours				10,000.00			
After School Center				150.00			
Leadership Development				7,500.00			
C.A.T.C.H. Camp				4,000.00			
Christmas store				4,500.00			
Fractal build				-			
Mural							
Videography							
Use of BC Teen Room				\$2,600			
Stipends							
Work Experience Awards				11,000.00			
WMWorks!				19,000.00			
Mural Stipends				2,500.00			
Lawn Care							
Lawn care Supervisor				10,500.00			
Equipment/Repair				5,000.00			
Supplies				1,000.00			
Crew wages (included in work experience awards above)							
Fundraising (soul food, camel race)							
Fundraiser expenses				767.00			
Transportation							
YEP Director gas usage				600.00			
Bethany van usage				1,500.00			
Bethany teen room buildout							
Total Expenses				101,833.00			
Net				0.00			

Board of Directors for Community enCompass 2020

Bill Uetricht **Co-Chair** 685 Curve Crest Drive, Muskegon 49445
Pastor, 1st Lutheran Church

***Tara Foreman** **Co-Chair** 164 Washington, Muskegon, MI 49441
Pastor, Bethany Christian Reformed Church, Neighbor

***Bob Garretson** **Treasurer** Jefferson St. Muskegon, MI 49441
Financial Advisory, Waddell and Reed, Neighbor

*** Stephanie Marion** **Secretary** 1753 Madison St, Muskegon, MI 49442
Business Owner, Solutions Unlimited Day Care Center, Neighbor

***Heidi Systema** 1604 Jefferson Street, Muskegon, MI 49441
Community Foundation for Muskegon County, Neighbor

***Barb Klingenmaier** 148 Campus, Muskegon 49441
Retired CPS Director, Neighbor

*** Alexis Dye** 1220 4th Street, Muskegon, 49442
Hackley Community Care Center, Neighbor

Jameson Goorman Spring Lake, MI 49457
Engineer, Cascade Engineering

***Holly Alway** Merrill Street, MI 49442
Injury Prevention Coordinator, Mercy Health, Neighbor

Chuck Fritz 1530 Bayview, Muskegon 49441
Retired, Substitute Teacher for MPS

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Sale of vacant lot-1210 Morgan
Submitted By: Hope Griffith	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell the city-owned vacant lot at 1210 Morgan Avenue to Edward S. Pierce Jr. of 1311 Adams Avenue.	
Detailed Summary: The City has owned this property for many years (there is no sale information on this property). The adjacent property owner would like to buy this property to construct a single-family home on it within 18 months of closing. Mr. Pierce offered \$4,000.00 plus costs associated with the closing and registering of the deed. The policy is to sell the property at 75% of the True Cash Value (TCV) which would be \$4,875.00 (\$6,500 (TCV) @ 75%).	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Mayor and Clerk to sign the Purchase Agreement and deed and to allow Staff to complete the property sale.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

QUIT-CLAIM DEED

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

QUIT CLAIMS to **EDWARD S. PIERCE JR**, a married man, of 1311 Adams Ave., Muskegon, Michigan, 49442,

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

CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4 LOT 737.

Also known as: 1210 Morgan Avenue, Muskegon, Michigan 49442

Parcel # 24-613-000-0737-00

for the sum of Four Thousand Dollars (\$4,000.00)

PROVIDED, HOWEBER, Grantee, or its assigns, shall complete construction of one (1) single family home on the premises herein conveyed within eighteen (18) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the home and driveway. "Complete construction" means: (1) issuance of a residential building permit by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwelling described in the said building permit. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. Provided, further, that Grantee covenants that the parcel described above shall be improved with not more than one (1) single family home, and it shall be occupied after the City issues a certificate of occupancy. These covenants and conditions shall run with the land.

Subject to easement, use, building, and other restrictions of record, if any

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

Dated this ____ day of May, 2021.

Signed in the presence of:

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Its Mayor

and _____
Ann Marie Meisch, MMC, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

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

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

_____, Notary Public
Acting in the County of _____,
_____ County, MI
My Comm. Expires: _____

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made May ____, 2021, by and between the **CITY OF MUSKEGON**, a Municipal Corporation, of 933 Terrace St., Muskegon, Michigan 49440 ("Seller"), and **EDWARD S. PIERCE JR.**, a married man, of 1311 Adams Ave., Muskegon, MI 49441 ("Buyer").

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

1210 Morgan Ave. Parcel # 24-613-000-0737-00:
CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 4 LOT 737.

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

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Four Thousand no/100 Dollars (\$4,000.00), payable in cash or wire transfer to Transnation Title Insurance Company.

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

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

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct a single-family home on the premises herein conveyed within eighteen (18) months after the date of

closing. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. "Complete construction" means: (1) issuance of all residential building permits by the City of Muskegon; and, (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the residential development described in the said building permits. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor, without any compensation or credit to the Buyer. These covenants and conditions shall run with the land.

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

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

8. **Closing.** The closing date of this sale shall be held 90 days from City Commission approval of the sale, more specifically on or before August 11, 2021 ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Rd. Ste 102, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

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

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

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

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

Seller and Buyer shall split the closing costs.

13. **General Provisions.**

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

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

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

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

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

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

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

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

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

SELLER: CITY OF MUSKEGON

By _____
Stephen Gawron, Its Mayor

By _____
Ann Marie Meisch, MMC, Its Clerk

BUYER:

By _____
Edward S. Pierce Jr.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: 2021 User Fee Update
Submitted By: Kenneth Grant	Department: Finance
Brief Summary: Additional user fees from the Parks and Cemetery departments that to have be incorporated into the Master Fee Resolution that is attached for your consideration.	
Key Updates : (See Highlighted Items on the Spreadsheet for all of the changes) • DPW Parks- various Channel and Picnic Shelter Rental • DPW Parks- Hackley Park & Harbour Towne Special Events • Cemetery- Headstone Setting Fee	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the additional user fees from the Parks and Cemetery departments to be incorporated into the 2021 Master Fee Resolution	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKOGON

2021 USER FEES

58	CEMETERIES	CEMETERIES SERVICE HEADSTONE SETTING FEE	EACH		75.00		*NEW FEE*
133	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER DAY	125.00	500.00		300.00%
134	DPW (PARKS)	EXCLUSIVE USE OF HACKLEY PK FOR SPECIAL EVENTS	PER HOUR		100.00		*NEW FEE*
135	DPW (PARKS)	EXCLUSIVE USE OF PERE MARQUETTE LARGE OVAL FOR SPECIAL EVENTS	PER DAY	125.00	250.00	EACH VEHICLE MUST HAVE BEACH PARKING PASS	100.00%
136	DPW (PARKS)	EXCLUSIVE USE OF HARBOUR TOWNE BEACH FOR SPECIAL EVENTS	PER DAY		1,500.00		*NEW FEE*
139	DPW (PARKS)	PARK BUILDING USE	PER SESSION		175.00	11AM-7PM RENTAL (\$50 REFUNDABLE FOR CLEANING DEPOSIT)	*NEW FEE*
141	DPW (PARKS)	PARK BUILDING USE	PER SESSION	125.00	125.00	9-3 or 4-11 SESSIONS (+\$50 REFUNDABLE FOR CLEANING DEPOSIT)	
148	DPW (PARKS)	CHANNEL SHELTER RENTAL	PER DAY	150.00	50.00	9am-11pm	-66.67%
149	DPW (PARKS)	CHANNEL SHELTER RENTAL	EACH SESSION	75.00	25.00		-66.67%
150	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	100.00	30.00	Kruse#4 & Margaret Drake Elliot	-70.00%
151	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	100.00	100.00	Seyferth Park	
152	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	200.00	75.00	Kruse#4 & Margaret Drake Elliot from 9am-11pm	-62.50%
153	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	200.00	175.00	Seyferth Park	-12.50%
154	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	75.00	25.00	Kruse 1, 2 and 3 from 9am-11pm	-66.67%
155	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	75.00	75.00	Beachwood	
156	DPW (PARKS)	PICNIC SHELTER RENTAL	EACH SESSION	50.00	50.00	Campbell and Smith Ryerson	
157	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	100.00	75.00	Campbell and Smith Ryerson	-25.00%
158	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	150.00	50.00	For Kruse 1, 2 and 3 from 9am-11pm	-66.67%
159	DPW (PARKS)	PICNIC SHELTER RENTAL	PER DAY	150.00	125.00	Beachwood 9am-11pm	-16.67%

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: 3 rd Quarter Budget Reforecast
Submitted By: Beth Lewis	Department: Finance
Brief Summary: At this time staff is asking for approval of the 3 rd Quarter Budget Reforecast for the FY2020-21 budget year.	
Detailed Summary: Staff has prepared the 3 rd Quarter Budget Reforecast a memo outlining some of the highlights is attached.	
Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the 3 rd Quarter FY2020-21 Budget Reforecast as presented.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Memo

To: City Commissioners
From: Finance Director
Date: 5/3/2021
Re: FY2020-21 3rd Quarter Budget Reforecast

Highlights of 3rd Quarter Budget Reforecast:

General Fund

No Change to the Income Tax budget number at this time. The collections through April are about \$200,000 below the same time last year however refunds are much higher. Income Tax Penalty & Interest was adjusted up based on collections. A fourth quarter reforecast may be necessary as we get closer to June. At this time I am optimistic that the Income Tax collections will end up higher than projected.

Federal Grant Revenue was adjusted down for the lower than expected Public Safety Payroll Reimbursement from the States CARES Act monies.

State Grant Revenue was adjusted up after receiving \$112,000 from the States Marihuana collections.

Costs centers were added and labeled for 2020 Capital Improvement Bond projects and Parking Operations expenses for the Paid Beach parking.

Revenue account numbers were added for Marihuana Streetscaping and Social Justice donations and the Social District.

We are expecting our first payment under the American Rescue Plan Act in the first part of May. We are expecting to use \$225,000 as Revenue Replacement to balance the General Fund deficit. This amount could change depending on Income Tax collections.

The Public Service Building Fund and the Engineering Service Fund will both need a General Fund transfer to prevent a deficit. The Public Service Building rent will be increased for next year to prevent a deficit.

The transfer to the Mercy Health Arena Fund has been increased from \$550,000 to \$650,000

State Grants Fund

Next fiscal year this fund will be renamed to Federal and State Grants fund. Our ARPA monies will be put in this fund. For the 3rd Quarter Reforecast we are showing the first half payment.

Sewer Fund

The December – March water treatment billings from the County have dropped dramatically from this time last year which caused decrease in our budgeted amount from \$6,600,000 to \$5,300,000 this combined with the 20% rate increase that was approved in January will give us an operating surplus for this year. More than likely we will still need to do a deficit elimination plan for FY2020-21.

BUDGET REPORT FOR CITY OF MUSKOGON
GENERAL FUND 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MARCH 31, 2020 ACTUAL EXPENSES	MARCH 31, 2021 ACTUAL EXPENSE	2020-21 3RD QUARTER REFORECAST
ESTIMATED REVENUES								
Dept 00000								
101-00000-4100	PROPERTY TAX	5,264,060	5,460,339	5,668,983	5,660,071	4,793,186	5,061,233	5,660,071
101-00000-4102	IN LIEU OF TAX	133,642	132,023	84,587	84,587	-	-	84,587
101-00000-4103	IFT/CFT TAX	106,297	128,212	76,468	76,468	-	-	76,468
101-00000-4104	PROPERTY TAX SANITATION	1,564,050	1,618,369	1,686,077	1,678,946	1,425,416	1,505,689	1,678,946
101-00000-4140	INCOME TAX	8,691,673	9,137,714	7,750,000	7,750,000	6,900,683	6,634,618	7,750,000
101-00000-4161	SPECIAL ASSESSMENTS	340,016	294,908	211,000	211,000	59,114	222,490	211,000
101-00000-4202	BUSINESS LICENSES & PERMITS	52,345	42,520	75,000	75,000	34,705	13,400	42,000
101-00000-4203	LIQUOR LICENSES & TAX REBATE	49,877	46,412	45,000	45,000	46,412	44,223	45,000
101-00000-4204	CABLE TV LICENSES OR FEES	380,343	361,405	370,000	370,000	180,581	187,132	370,000
101-00000-4205	HOUSING LICENSES	(840)	-	-	-	-	(325)	-
101-00000-4206	INSPECTION FEE	-	1,759	-	-	1,759	(794)	-
101-00000-4207	CEMETERY-BURIAL PERMITS	68,275	76,615	80,000	80,000	56,035	51,360	80,000
101-00000-4208	BUILDING PERMITS	933,745	911,057	1,100,000	705,000	695,818	474,864	705,000
101-00000-4209	ELECTRICAL PERMITS	169,690	172,531	196,000	196,000	142,042	139,234	196,000
101-00000-4210	PLUMBING PERMITS	102,101	103,139	95,000	95,000	79,503	65,230	95,000
101-00000-4211	HEATING PERMITS	137,826	144,730	143,500	143,500	104,660	103,818	143,500
101-00000-4213	RENTAL PROPERTY REGISTRATION	350,760	335,448	381,000	335,000	285,038	285,355	350,000
101-00000-4215	CNS INSPECTIONS	735	350	-	-	350	-	-
101-00000-4217	SHORT TERM RENTALS	-	4,390	9,000	9,000	1,260	16,180	3,000
101-00000-4221	VACANT BUILDING FEE	72,665	60,570	40,000	6,000	55,070	2,600	3,500
101-00000-4224	TEMPORARY LIQUOR LICENSE	5,590	3,145	5,000	5,000	3,145	225	5,000
101-00000-4230	MARIJUANA FACILITIES LICENSE	115,700	143,300	90,000	160,000	92,800	82,000	100,000
101-00000-4300	FEDERAL GRANTS	57,894	147,191	40,000	1,704,281	42,765	1,266,092	1,646,586
101-00000-4400	STATE GRANTS	31,675	16,174	26,000	26,000	11,074	171,082	116,004
101-00000-4405	STATE REPLACEMENT REV FOR PPT	831,164	897,416	750,000	750,000	491,278	461,484	825,000
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	2,844,903	3,336,275	2,929,011	3,146,075	1,698,614	1,778,677	3,146,075
101-00000-4503	STATE CVTRS/EVIP PAYMENTS	1,426,535	781,660	1,201,807	1,201,807	586,245	586,245	1,201,807
101-00000-4601	CITY SERVICE FOR ENTERPRISE FUNDS	482,292	482,292	482,290	482,290	361,719	361,719	482,290
101-00000-4603	TAX COLLECTION FEE	340,217	350,742	327,000	327,000	312,649	328,629	327,000
101-00000-4604	GARBAGE COLLECTION	49,671	49,763	41,000	41,000	18,089	19,389	49,000
101-00000-4606	ADMINISTRATION FEES	310,000	310,000	310,000	310,000	232,500	232,500	310,000
101-00000-4607	REIMBURSEMENT ELECTIONS	13,455	50,142	-	-	50	75	-
101-00000-4608	INDIRECT COST ALLOCATION	1,114,735	1,066,967	1,302,797	1,302,797	800,225	958,942	1,302,797
101-00000-4609	PROCUREMENT CARD REBATE	50,381	57,361	48,000	48,000	-	-	48,000
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	26,505	61,625	15,000	5,000	16,753	(37,804)	-
101-00000-4612	CEMETERY SALE OF LOTS	30,259	28,440	25,000	25,000	18,900	26,705	30,000
101-00000-4613	HARBOR TOWN DOCKMINIUMS	-	-	-	-	-	-	-
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	461	-	2,000	2,000	-	-	2,000
101-00000-4615	POLICE DEPARTMENT INCOME	113,244	98,926	105,500	105,500	88,877	76,849	105,500
101-00000-4617	FIRE DEPARTMENT INCOME	3,006	811	3,500	6,500	311	7,230	6,500
101-00000-4619	MISC. SALES AND SERVICES	17,436	21,286	22,000	22,000	18,461	6,086	22,000
101-00000-4620	FIRE PROTECTION-STATE PROP	81,766	173,718	173,718	173,718	173,718	119,574	119,574
101-00000-4621	ZONING & ENCROACHMENT FEES	13,970	12,155	15,000	20,000	10,085	13,310	18,000
101-00000-4622	MISC. CLERK FEES	5,432	1,329	5,000	5,000	1,246	696	750
101-00000-4623	TOWNSHIP ELECTRICAL INSPECTIONS	-	-	-	-	-	-	-
101-00000-4624	TAX ABATEMENT APPLICATION FEES	3,802	8,890	6,000	5,000	3,890	855	1,000
101-00000-4625	MISC. TREAS. FEES	69,964	49,722	55,000	30,000	25,718	10,134	12,000
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	22,802	16,962	23,500	23,500	15,657	18,815	23,500
101-00000-4633	OBSELETE PROPERTY FEES	4,000	2,000	-	-	2,000	-	-
101-00000-4634	PASSPORTS	82,662	63,520	40,000	40,000	63,520	1,900	2,000
101-00000-4635	START UP CHARGE/REFUSE	6,771	6,327	7,000	7,000	3,962	7,590	8,000
101-00000-4636	REFUSE BAG & BULK SALES	33,516	23,497	30,000	30,000	23,497	22,944	30,000
101-00000-4637	APPLIANCE STICKER	75	75	100	100	75	29	100
101-00000-4638	MISC. SALES CHARGE/REFUSE	159,010	257,044	318,000	318,000	190,376	245,997	318,000
101-00000-4642	LIEN LOOK UPS	14,325	17,455	12,000	12,000	11,505	10,780	12,000
101-00000-4643	SOCCER	200	-	-	-	-	-	-
101-00000-4644	DOWNTOWN PARKING	-	1,650	-	-	1,550	50	50
101-00000-4648	FALSE ALARM FEES/POLICE	10,365	6,780	7,000	7,000	5,460	5,370	7,000
101-00000-4649	CEMETERY-MISC. INCOME	14,547	16,383	16,000	16,000	10,559	21,499	25,000
101-00000-4650	DOWNTOWN SOCIAL DISTRICT	-	-	-	-	-	3,481	4,231
101-00000-4651	REIMBURSEMENT LOT MOWING	1,067	124	5,000	5,000	124	-	5,000
101-00000-4652	MUSK HEIGHTS ZONING	10,465	5,670	11,000	11,000	5,670	6,055	9,000
101-00000-4654	FIRE RESPONSE FEE	11,500	870	6,000	6,000	870	4,480	6,000
101-00000-4655	PAID BEACH PARKING	-	146,821	200,000	480,000	-	320,481	500,000
101-00000-4656	SITE PLAN REVIEW	6,900	7,600	6,500	5,000	7,200	4,500	6,000
101-00000-4657	COLUMBARIUM NICHE	900	-	-	-	-	900	900
101-00000-4658	IMPOUND FEES	39,470	38,293	37,000	37,000	33,013	33,332	40,000
101-00000-4659	CODE ENFORCEMENT LABOR	30,323	25,990	30,000	30,000	22,251	21,640	30,000
101-00000-4660	MISC RECREATION INCOME	10,829	6,984	4,500	4,500	7,254	13,300	13,500
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIAL	-	-	15,000	15,000	-	-	-
101-00000-4665	LEASE BILLBOARDS	6,800	6,800	6,800	6,800	4,800	-	6,800
101-00000-4666	SNOW PLOWING - DOWNTOWN BID	68,500	48,500	68,750	68,750	48,500	24,050	68,750
101-00000-4669	SMITH RYERSON	13,643	5,302	12,000	12,000	11,139	1,598	6,000
101-00000-4670	PICNIC SHELTER	19,322	4,877	22,000	22,000	12,194	2,379	10,000
101-00000-4671	MCGRAFT PARK	96,084	44,637	97,000	97,000	52,617	41,577	55,000
101-00000-4672	SAFEBUILT LOT MOWING	5,108	1,685	5,000	5,000	1,284	5,367	6,000
101-00000-4673	RENTAL - CENTRAL DISPATCH	45,292	56,772	54,000	54,000	33,857	67,724	96,319
101-00000-4674	RENTAL - CITY HALL	15,000	24,783	15,000	15,000	16,949	22,008	15,000
101-00000-4676	SAFEBUILT - TRASH PICKUP	3,938	2,702	2,500	2,500	1,569	3,407	4,000
101-00000-4677	RENT	-	-	6,000	6,000	-	-	-
101-00000-4678	PLANNING DEPT ENFORCEMENT	100	-	1,000	1,000	-	-	-
101-00000-4679	CODE ENFORCEMENT ADMIN	26,191	27,179	30,000	30,000	24,964	20,606	30,000
101-00000-4690	KITCHEN 242 RENTAL	-	400	-	-	400	-	-
101-00000-4701	INCOME TAX-PENALTY & INTEREST	207,424	201,614	200,000	200,000	157,635	211,895	260,000
101-00000-4702	DELINQUENT FEES	16,790	18,123	20,000	20,000	17,366	14,613	20,000
101-00000-4704	PENALTIES/INTEREST/FINES	7,681	7,991	5,000	5,000	7,996	8,968	11,000
101-00000-4706	LATE FEE ON INVOICES OVER 45 DAYS	3,835	3,015	6,000	6,000	2,405	3,710	6,000
101-00000-4708	LATE FEE ON RENTAL REGISTRATION	13,995	13,233	7,500	7,500	12,118	7,865	7,500
101-00000-4751	CIVIL INFRACTIONS	30,776	21,978	15,000	15,000	19,095	12,067	15,000
101-00000-4754	TRAFFIC FINES & FEES	57,782	76,543	55,000	135,000	62,538	127,532	140,000
101-00000-4755	COURT FEES	137,732	83,061	120,000	120,000	56,989	59,607	90,000
101-00000-4758	CRITICAL DUNE FEES	1,100	15,700	-	3,000	15,700	2,600	3,000
101-00000-4800	MISC. & SUNDRY	26,751	6,284	12,000	12,000	3,728	7,615	12,000
101-00000-4802	REIMB-DEMOS AND BOARD-UPS	79,956	6,941	45,000	45,000	495	10,997	45,000
101-00000-4803	CDBG PROGRAM REIMBURSEMENTS	252,901	475,892	503,967	577,000	254,166	-	416,984
101-00000-4805	CONTRIBUTIONS	2,046	4,075	20,000	20,000	6,160	3,665	8,000
101-00000-4806	BIKE/PROPERTY AUCTIONS-POLICE	-	28,818	1,000	1,000	-	385	1,000
101-00000-4811	FISHERMANS LANDING REIMBURSEMENT	-	24,842	17,500	17,500	24,842	23,706	17,500

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101-00000-4814	PROMOTIONAL PRODUCTS	3,856	219	14,500	14,500	219	10	1,000
101-00000-4816	MARIHUANA STREETSCAPING DONATIONS			-	-	-	35,000	57,000
101-00000-4818	RECOVERY OF BAD DEBT	5,829	4,555	1,000	1,000	4,280	2,425	2,500
101-00000-4820	MARIHUANA SOCIAL EQUITY			-	-	-	1,250	2,500
101-00000-4821	CONTRIBUTIONS/GRANTS	-	17,327	-	433,580	17,327	433,580	433,580
101-00000-4823	CONTRIBUTIONS - DISC GOLF COURSE IMPROVE	-	825	-	-	825	2,300	2,300
101-00000-4825	CONTRIBUTIONS - VETERAN'S PARK MAINT	-	16,811	18,500	18,500	16,811	12,904	18,500
101-00000-4828	DONATION - POLICE DEPT	3,420	-	-	-	-	-	-
101-00000-4829	COMMUNITY FOUNDATION GRANT - MCGRAFT PAR	9,892	9,982	10,000	10,000	9,982	10,144	10,000
101-00000-4841	GRANT: COMMUNITY FOUNDATION	15,000	-	-	25,534	-	25,534	25,534
101-00000-4902	OP. TRANS FROM SPECIAL REVENUE	162,000	180,000	175,000	175,000	-	-	200,000
101-00000-4903	OP. TRANS FROM DEBT SERVICE	40,000	40,000	50,000	50,000	30,000	37,500	50,000
101-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	5,989	-	-	-	-	-	225,000
101-00000-4961	BOND PROCEEDS	-	-	-	-	-	7,068,674	5,983,399
101-00000-4970	INTEREST INCOME	108,155	153,092	100,000	100,000	107,300	66,674	100,000
101-00000-4971	GAIN ON INVESTMENT	344,122	193,005	-	-	113,804	(68,663)	(100,000)
101-00000-4980	SALE OF FIXED ASSETS	-	-	-	-	-	-	-
Totals for dept 00000 -		28,754,049	29,653,430	28,477,855	30,803,804	21,425,339	30,331,416	36,773,402

TOTAL ESTIMATED REVENUES		28,754,049	29,653,430	28,477,855	30,803,804	21,425,339	30,331,416	36,773,402
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EXPENDITURES

Dept 10101 - CITY COMMISSION								
5100	SALARIES & BENEFITS	72,017	76,738	77,042	76,188	56,913	58,225	77,000
5200	SUPPLIES	434	9,539	600	600	85	85	150
5300	CONTRACTUAL SERVICES	7,216	416	1,000	1,000	355	162	500
5400	OTHER EXPENSES	3,561	3,580	4,000	4,000	3,362	4,947	5,500
5700	CAPITAL OUTLAYS	5,665	3,626	3,000	3,000	3,128	528	600
Totals for dept 10101 - CITY COMMISSION		88,892	93,898	85,642	84,788	63,843	63,947	83,750

Dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS								
5200	SUPPLIES	9,113	8,393	8,000	8,000	6,117	6,238	8,000
5300	CONTRACTUAL SERVICES	72,473	83,916	50,000	50,000	78,802	22,311	50,000
5400	OTHER EXPENSES	304	100	-	-	100	55	-
Totals for dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS		81,890	92,409	58,000	58,000	85,019	28,604	58,000

Dept 10145 - CITY ATTORNEY								
5200	SUPPLIES	-	945	-	-	-	-	-
5300	CONTRACTUAL SERVICES	345,538	372,974	380,000	380,000	286,977	305,887	380,000
Totals for dept 10145 - CITY ATTORNEY		345,538	373,919	380,000	380,000	286,977	305,887	380,000

Dept 10172 - CITY MANAGER								
5100	SALARIES & BENEFITS	353,450	402,026	412,310	403,539	310,646	304,977	400,000
5200	SUPPLIES	4,452	5,256	4,500	4,500	3,840	3,519	4,500
5300	CONTRACTUAL SERVICES	16,336	13,455	15,000	15,000	10,454	8,678	15,000
5400	OTHER EXPENSES	5,581	8,952	9,000	9,000	8,799	2,713	5,000
5700	CAPITAL OUTLAYS	-	2,850	1,200	1,200	2,850	2,589	2,600
Totals for dept 10172 - CITY MANAGER		379,819	432,538	442,010	433,239	336,588	322,476	427,100

Dept 10875 - CONTRIBUTIONS								
5100	SALARIES & BENEFITS	-	84,897	-	-	84,897	-	-
5300	CONTRACTUAL SERVICES	384,968	301,882	425,363	441,863	221,912	321,383	415,510
5400	OTHER EXPENSES	-	-	-	-	-	-	-
Totals for dept 10875 - CONTRIBUTIONS		384,968	386,779	425,363	441,863	306,809	321,383	415,510

Dept 10891 - CONTINGENCY								
5400	OTHER EXPENSES	(10,326)	31,272	100,000	100,000	-	-	100,000
Totals for dept 10891 - CONTINGENCY		(10,326)	31,272	100,000	100,000	-	-	100,000

Dept 20215 - CITY CLERK								
5100	SALARIES & BENEFITS	437,884	513,996	532,396	526,708	400,178	391,069	508,500
5200	SUPPLIES	46,571	70,665	55,410	55,410	38,997	42,134	52,000
5300	CONTRACTUAL SERVICES	45,716	30,395	22,321	22,321	24,609	6,096	20,000
5400	OTHER EXPENSES	6,638	3,401	10,175	10,175	3,191	1,071	3,500
5700	CAPITAL OUTLAYS	5,439	3,282	2,500	2,500	3,282	926	1,500
Totals for dept 20215 - CITY CLERK		542,248	621,739	622,802	617,114	470,257	441,296	585,500

Dept 20220 - EMPLOYEE RELATIONS (formerly CIVIL SERVICE)								
5100	SALARIES & BENEFITS	58,350	78,045	83,437	82,575	60,810	58,876	77,600
5200	SUPPLIES	2,253	366	1,000	1,000	147	313	500
5300	CONTRACTUAL SERVICES	118,895	133,652	130,000	130,000	101,705	51,564	150,000
5400	OTHER EXPENSES	15,778	10,582	10,000	10,000	10,582	5,231	6,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	2,000
Totals for dept 20220 - EMPLOYEE RELATIONS		195,275	222,645	224,437	223,575	173,244	115,983	236,100

Dept 20228 - AFFIRMATIVE ACTION								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5400	OTHER EXPENSES	1,750	22	-	-	22	-	-
5700	CAPITAL OUTLAYS	28	-	-	-	-	-	-
Totals for dept 20228 - AFFIRMATIVE ACTION		1,778	22	-	-	22	-	-

Dept 30202 - FINANCE ADMINISTRATION								
5100	SALARIES & BENEFITS	471,394	497,850	554,541	525,641	376,234	382,622	519,000
5200	SUPPLIES	2,570	7,033	4,000	4,000	6,435	1,865	3,000
5300	CONTRACTUAL SERVICES	95,770	77,157	76,294	76,294	63,347	87,492	95,000
5400	OTHER EXPENSES	930	121	706	706	79	-	-
5700	CAPITAL OUTLAYS	141	5,601	5,000	5,000	4,808	80	5,000
Totals for dept 30202 - FINANCE ADMINISTRATION		570,805	587,761	640,541	611,641	450,904	472,060	622,000

Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS	-	-	-	2,267,000	-	1,443,159	2,267,000
Totals for dept 30203 - PENSION ADMINISTRATION		-	-	-	2,267,000	-	1,443,159	2,267,000

Dept 30205 - INCOME TAX								
5100	SALARIES & BENEFITS	262,850	243,103	289,720	282,886	177,461	194,260	273,837
5200	SUPPLIES	11,650	14,160	13,500	13,500	10,871	11,358	14,000
5300	CONTRACTUAL SERVICES	84,372	103,250	91,000	91,000	66,022	65,666	95,000
5400	OTHER EXPENSES	512	513	1,000	1,000	499	45	1,000
5700	CAPITAL OUTLAYS	3,210	2,948	5,000	5,000	2,948	4,308	5,000
Totals for dept 30205 - INCOME TAX		362,595	363,974	400,220	393,386	257,800	275,636	388,837

Dept 30209 - CITY ASSESSOR								
5100	SALARIES & BENEFITS	1,988	2,520	4,000	4,000	2,520	858	4,000
5200	SUPPLIES	-	226	-	-	-	39	-
5300	CONTRACTUAL SERVICES	333,771	255,412	345,000	345,000	170,515	261,294	345,000
5400	OTHER EXPENSES	219	80	-	-	80	-	-

Totals for dept 30209 - CITY ASSESSOR		335,977	258,238	349,000	349,000	173,341	262,190	349,000
Dept 30248 - INFORMATION SYSTEMS ADMINISTRATION								
5100	SALARIES & BENEFITS	376,186	422,268	423,926	404,920	326,668	321,815	431,963
5200	SUPPLIES	133	1,248	1,000	1,000	987	847	1,000
5300	CONTRACTUAL SERVICES	32,422	44,128	34,000	34,000	26,604	27,804	34,000
5400	OTHER EXPENSES	2,789	868	12,000	12,000	744	860	1,000
5700	CAPITAL OUTLAYS	138,987	67,441	60,000	60,000	31,213	28,341	60,000
Totals for dept 30248 - INFORMATION SYSTEMS ADMINISTRATION		550,516	535,954	530,926	511,920	386,217	379,668	527,963
Dept 30253 - CITY TREASURER								
5100	SALARIES & BENEFITS	391,308	417,573	441,223	440,101	316,868	327,392	441,377
5200	SUPPLIES	71,090	69,755	80,000	80,000	48,306	47,344	80,000
5300	CONTRACTUAL SERVICES	97,390	99,666	100,000	100,000	71,029	76,176	110,000
5400	OTHER EXPENSES	1,326	550	2,000	2,000	550	398	2,000
5700	CAPITAL OUTLAYS	348	1,634	2,600	2,600	1,634	2,864	3,000
Totals for dept 30253 - CITY TREASURER		561,463	589,178	625,823	624,701	438,387	454,174	636,377
Dept 30805 - L C WALKER ADMINISTRATION								
5300	CONTRACTUAL SERVICES	13,510	23,654	-	-	6,583	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
5900	OTHER FINANCING USES	-	-	-	-	-	-	-
Totals for dept 30805 - L C WALKER ADMINISTRATION		13,510	23,654	-	-	6,583	-	-
Dept 30851 - INSURANCE SERVICES								
5300	CONTRACTUAL SERVICES	292,037	340,189	360,000	360,000	35,000	3,943	363,180
Totals for dept 30851 - INSURANCE SERVICES		292,037	340,189	360,000	360,000	35,000	3,943	363,180
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	750	750	-	-	750	-	-
5900	OTHER FINANCING USES	230,101	450,061	445,100	445,100	450,048	541,892	445,100
Totals for dept 30906 - DEBT SERVICE		230,851	450,811	445,100	445,100	450,798	541,892	445,100
Dept 30999 - TRANSFERS TO OTHER FUNDS								
5900	OTHER FINANCING USES	1,121,486	1,492,500	740,000	1,105,000	270,000	333,825	1,505,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		1,121,486	1,492,500	740,000	1,105,000	270,000	333,825	1,505,000
Dept 40301 - POLICE DEPARTMENT								
5100	SALARIES & BENEFITS	8,773,682	9,234,308	9,612,485	8,176,350	6,843,609	6,444,883	8,493,263
5200	SUPPLIES	87,822	122,765	95,000	95,000	75,421	129,016	140,000
5300	CONTRACTUAL SERVICES	956,037	988,267	1,001,205	1,001,205	752,264	797,884	1,001,205
5400	OTHER EXPENSES	37,764	19,583	24,000	24,000	18,190	5,656	20,000
5700	CAPITAL OUTLAYS	10,501	80,737	34,000	34,000	30,804	22,561	34,000
Totals for dept 40301 - POLICE DEPARTMENT		9,865,805	10,445,659	10,766,690	9,330,555	7,720,289	7,400,000	9,688,468
Dept 40333 - POLICE DRUG FORFEITURES								
101-40333-5350	POLICE INVESTIGATIONS	-	-	-	-	-	(2,935)	-
Totals for dept 40333 - POLICE DRUG FORFEITURES		-	-	-	-	-	(2,935)	-
Dept 50336 - FIRE DEPARTMENT								
5100	SALARIES & BENEFITS	3,516,367	3,805,443	2,862,645	2,752,324	2,332,347	1,737,781	2,600,500
5200	SUPPLIES	220,595	277,979	164,200	164,200	181,334	131,470	168,000
5300	CONTRACTUAL SERVICES	141,520	133,856	205,715	205,715	915,884	65,595	205,715
5400	OTHER EXPENSES	15,264	5,599	22,400	22,400	5,542	6,065	22,400
5700	CAPITAL OUTLAYS	22,039	63,472	30,800	100,000	60,702	112,534	120,000
Totals for dept 50336 - FIRE DEPARTMENT		3,915,785	4,286,349	3,285,760	3,244,639	3,495,810	2,053,445	3,116,615
Dept 50338 - NEW CENTRAL FIRE STATION								
5200	SUPPLIES	-	-	-	-	-	3,267	-
5300	CONTRACTUAL SERVICES	73,263	67,524	75,000	75,000	49,733	37,242	75,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 50338 - NEW CENTRAL FIRE STATION		73,263	67,524	75,000	75,000	49,733	40,510	75,000
Dept 50387 - BUILDING CODE INSPECTIONS AND ENFORCEMENT								
5100	SALARIES & BENEFITS	167,963	168,764	178,210	176,128	135,261	114,619	163,815
5200	SUPPLIES	14,874	19,137	20,000	20,000	16,597	7,336	20,000
5300	CONTRACTUAL SERVICES	2,041,765	1,808,797	2,151,050	2,151,050	1,282,726	1,144,666	1,800,000
5400	OTHER EXPENSES	145	22	100	100	22	-	100
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 50387 - CODE INSPECTIONS AND ENFORCEMENT		2,224,747	1,996,720	2,349,360	2,347,278	1,434,606	1,266,621	1,983,915
Dept 60265 - CITY HALL MAINTENANCE								
5100	SALARIES & BENEFITS	50,431	79,304	78,652	77,655	60,666	60,006	80,000
5200	SUPPLIES	18,705	26,582	29,700	29,700	23,904	14,469	29,700
5300	CONTRACTUAL SERVICES	187,145	157,936	165,550	165,550	115,716	109,217	165,550
5400	OTHER EXPENSES	-	142	500	500	142	-	500
5700	CAPITAL OUTLAYS	60,587	45,424	21,000	40,000	41,570	20,937	40,000
Totals for dept 60265 - CITY HALL MAINTENANCE		316,868	309,388	295,402	313,405	241,999	204,629	315,750
Dept 60446 - HIGHWAY NONCHARGEABLE								
5100	SALARIES & BENEFITS	35,053	25,321	37,939	37,542	21,386	20,901	37,542
5200	SUPPLIES	13,422	15,599	8,600	8,600	4,534	7,256	10,100
5300	CONTRACTUAL SERVICES	24,741	40,129	45,000	45,000	33,159	25,079	38,000
Totals for dept 60446 - HIGHWAY NONCHARGEABLE		73,216	81,049	91,539	91,142	59,079	53,236	85,642
Dept 60448 - STREET LIGHTING								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	551,818	390,116	350,000	350,000	290,276	268,015	350,000
Totals for dept 60448 - STREET LIGHTING		551,818	390,116	350,000	350,000	290,276	268,015	350,000
Dept 60523 - SANITATION								
5100	SALARIES & BENEFITS	43,718	43,066	37,799	37,262	27,572	21,135	37,262
5200	SUPPLIES	307	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	2,063,521	2,172,962	2,230,000	2,230,000	1,075,872	1,299,280	2,230,000
Totals for dept 60523 - SANITATION		2,107,545	2,216,029	2,267,799	2,267,262	1,103,444	1,320,415	2,267,262
Dept 60550 - STORM WATER MANAGEMENT								
5300	CONTRACTUAL SERVICES	4,000	13,340	14,000	14,000	13,340	4,000	14,000
5400	OTHER EXPENSES	-	-	-	-	-	-	-
Totals for dept 60550 - STORM WATER MANAGEMENT		4,000	13,340	14,000	14,000	13,340	4,000	14,000
Dept 60707 - SENIOR CITIZEN TRANSIT								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
Totals for dept 60707 - SENIOR CITIZEN TRANSIT		-	-	-	-	-	-	-
Dept 70276 - CEMETERIES								
5100	SALARIES & BENEFITS	85,902	127,486	192,964	188,170	72,200	121,425	164,000
5200	SUPPLIES	9,999	11,603	11,550	11,550	5,873	7,361	14,050
5300	CONTRACTUAL SERVICES	323,226	248,546	274,883	274,883	220,544	114,623	274,883

5400	OTHER EXPENSES	229	481	500	500	481	-	500
5700	CAPITAL OUTLAYS	20,775	41,751	19,000	19,000	32,520	3,563	19,000
Totals for dept 70276 - CEMETERIES		440,130	429,867	498,897	494,103	331,619	246,973	472,433
Dept 70357 - GRAFFITI REMOVAL								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 70357 - GRAFFITI REMOVAL		-	-	-	-	-	-	-
Dept 70585 - PARKING OPERATIONS								
5100	SALARIES & BENEFITS	-	12,141	-	-	592	9,358	10,000
5200	SUPPLIES	-	244	-	-	-	161	200
5300	CONTRACTUAL SERVICES	2,393	17,532	-	-	1,875	65,311	72,000
5700	CAPITAL OUTLAYS	-	606	-	-	-	17	-
Totals for dept 70585 - PARKING OPERATIONS		2,393	30,524	-	-	2,467	74,848	82,200
Dept 70628 - SOCIAL DISTRICT								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 70628 - SOCIAL DISTRICT		-	-	-	-	-	-	-
Dept 70751 - PARKS MAINTENANCE								
5100	SALARIES & BENEFITS	606,774	723,674	712,937	695,835	575,529	472,972	640,500
5200	SUPPLIES	161,874	139,958	162,515	162,515	126,182	65,597	154,841
5300	CONTRACTUAL SERVICES	866,264	859,656	867,148	837,148	713,349	482,104	915,063
5400	OTHER EXPENSES	672	1,192	1,400	1,400	1,192	309	1,000
5700	CAPITAL OUTLAYS	40,639	148,963	88,600	88,600	80,500	24,781	88,600
Totals for dept 70751 - PARKS MAINTENANCE		1,676,222	1,873,443	1,832,600	1,785,498	1,496,752	1,045,763	1,800,004
Dept 70757 - MC GRAFT PARK								
5100	SALARIES & BENEFITS	52,478	3,599	23,075	23,075	3,599	8,877	23,075
5200	SUPPLIES	8,821	131	2,900	5,000	-	4,100	5,000
5300	CONTRACTUAL SERVICES	72,274	14,558	47,000	47,000	11,605	30,545	44,600
5700	CAPITAL OUTLAYS	-	-	50,000	50,000	-	15,735	50,000
Totals for dept 70757 - MC GRAFT PARK		133,573	18,288	122,975	125,075	15,204	59,257	122,675
Dept 70771 - FORESTRY								
5200	SUPPLIES	92	656	-	5,000	656	398	5,000
5300	CONTRACTUAL SERVICES	-	-	-	50,000	-	16,823	50,000
Totals for dept 70771 - FORESTRY		92	656	-	55,000	656	17,221	55,000
Dept 70775 - GENERAL RECREATION								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	12,050	1,928	-	-	1,928	-	-
Totals for dept 70775 - GENERAL RECREATION		12,050	1,928	-	-	1,928	-	-
Dept 70805 - MERCY ARENA								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	396	-	-	-	(2,588)	-
5700	BUILDING REPAIR	-	-	-	-	-	-	-
Totals for dept 70805 - MERCY ARENA		-	396	-	-	-	(2,588)	-
Dept 70863 - FARMERS & FLEA MARKET								
5100	SALARIES & BENEFITS	139	170	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	72	34	-	-	-	-	-
5400	OTHER EXPENSES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 70863 - FARMERS AND FLEA MARKET		210	204	-	-	-	-	-
Dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	7,226	-	-	5,310	33	-
5400	OTHER EXPENSES	-	187	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES		-	7,413	-	-	5,310	33	-
Dept 80400 - PLANNING								
5100	SALARIES & BENEFITS	293,098	330,621	318,682	313,025	231,545	252,825	339,000
5200	SUPPLIES	3,796	8,267	4,525	10,354	2,864	6,663	9,100
5300	CONTRACTUAL SERVICES	55,665	29,593	74,050	77,990	23,559	38,349	55,000
5400	OTHER EXPENSES	6,426	16,843	23,000	13,740	14,451	12,078	16,000
5700	CAPITAL OUTLAYS	17,693	19,643	21,000	21,000	19,302	11,789	15,000
Totals for dept 80400 - PLANNING		376,679	404,968	441,257	436,109	291,721	321,704	434,100
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES	-	720	-	-	720	-	-
Totals for dept 80699 - ECONOMIC DEVELOPMENT		-	720	-	-	720	-	-
Dept 91116 - ADA PROJECT 2011-2012								
5100	SALARIES & BENEFITS	-	-	-	-	-	816	-
5200	SUPPLIES	3,796	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	2,394	-	50,000	50,000	-	26,809	50,000
Totals for dept 91116 - ADA PROJECT 2011-2012		6,190	-	50,000	50,000	-	27,625	50,000
Dept 91120 - VOIP PHONE SYSTEM								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 91120 - VOIP PHONE SYSTEM		-	-	-	-	-	-	-
Dept 91412 - CITY HALL REPLACEMENT WINDOWS								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91412 - CITY HALL REPLACEMENT WINDOWS		-	-	-	-	-	-	-
Dept 91505 - MARSH FIELD BLEACHERS								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91505 - MARSH FIELD BLEACHERS		-	-	-	-	-	-	-
Dept 91508 - LED CONVERSION DOWNTOWN								
5300	CONTRACTUAL SERVICES	514,089	636,001	-	-	-	-	-
Totals for dept 91508 - LED CONVERSION DOWNTOWN		514,089	636,001	-	-	-	-	-
Dept 91512 - KRUSE PARK BOARDWALK REPAIRS								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91512 - KRUSE PARK BOARDWALK REPAIRS		-	-	-	-	-	-	-

Dept 91701 - PARKING LOT@JEFFERSON/WESTERN								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN		-	-	-	-	-	-	-
Dept 91703 - ROOF@ LC WALKER ARENA								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91703 - ROOF@ LC WALKER ARENA		-	-	-	-	-	-	-
Dept 91704 - CITY HALL BUILDING WASH								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91704 - CITY HALL BUILDING WASH		-	-	-	-	-	-	-
Dept 91705 - ACTIVE.NET								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91705 - ACTIVE.NET		-	-	-	-	-	-	-
Dept 91709 - TELEPHONE SYSTEM UPGRADE								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 91709 - TELEPHONE SYSTEM UPGRADE		-	-	-	-	-	-	-
Dept 91721 - IMAGINE MUSKEGON LAKE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91721 - IMAGINE MUSKEGON LAKE		-	-	-	-	-	-	-
Dept 91805 - CITY HALL ROOF REPAIR 2018								
5700	CAPITAL OUTLAYS	25,518	-	-	-	-	-	-
Totals for dept 91805 - CITY HALL ROOF REPAIR 2018		25,518	-	-	-	-	-	-
Dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A								
5300	CONTRACTUAL SERVICES	128,389	-	-	-	-	-	-
Totals for dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A		128,389	-	-	-	-	-	-
Dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER								
5300	CONTRACTUAL SERVICES	21,248	-	-	-	-	-	-
Totals for dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER		21,248	-	-	-	-	-	-
Dept 91818 - GIS FOR LAKESIDE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91818 - GIS FOR LAKESIDE		-	-	-	-	-	-	-
Dept 91827 - IMPROVEMENT AT SMITH RYERSON								
5300	CONTRACTUAL SERVICES	7,284	117,123	-	-	116,059	-	-
Totals for dept 91818 - GIS FOR LAKESIDE		7,284	117,123	-	-	116,059	-	-
Dept 91829 - ROOF REPLACEMENT MAUSOLEUM								
5300	CONTRACTUAL SERVICES	102,561	-	-	-	-	-	-
Totals for dept 91829 - ROOF REPLACEMENT MAUSOLEUM		102,561	-	-	-	-	-	-
Dept 91921 - CITY HALL BOILERS, LED LIGHTING & BATHROOM UPGRADES								
5300	CONTRACTUAL SERVICES	-	6,420	-	-	-	-	-
Dept 91921 - CITY HALL BOILERS, LED LIGHTING & BATHROOM UPGRADES		-	6,420	-	-	-	-	-
Dept 92012 - LAKESHORE TRAIL REPAIRS								
5300	CONTRACTUAL SERVICES	-	11,195	-	-	6,801	-	-
Totals for dept 92012 - LAKESHORE TRAIL REPAIRS		-	11,195	-	-	6,801	-	-
DEPT 92019 - CITY HALL LED, BOILER, AND MISC								
5700	CAPITOL OUTLAYS	-	11,660	-	60,000	9,544	280	35,000
Totals for dept 92019 - CITY HALL LED, BOILER, AND MISC		-	11,660	-	60,000	9,544	280	35,000
Dept 92025 - MENTAL HEALTH GRANT 2019								
5700	CAPITOL OUTLAYS	-	3,966	-	-	-	-	-
Totals for dept 92025 - MENTAL HEALTH GRANT 2019		-	3,966	-	-	-	-	-
Dept 92038 - NEW DOOR SYSTEM AT CITY HALL								
5700	CAPITOL OUTLAYS	-	-	-	14,000	-	13,824	14,000
Totals for dept 92038 - NEW DOOR SYSTEM AT CITY HALL		-	-	-	14,000	-	13,824	14,000
Dept 92041 - BEACHWOOD/BLUFFTON BIKE RACK								
5300	CONTRACTUAL SERVICES	-	-	-	25,534	-	25,435	25,534
Totals for dept 92042 - CTCL ELECTION GRANT		-	-	-	25,534	-	25,435	25,534
Dept 92042 - CTCL ELECTION GRANT								
5100	SALARIES & BENEFITS	-	-	-	-	-	52,784	-
5200	SUPPLIES	-	-	-	-	-	5,665	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	129,160	-
5700	CAPITAL OUTLAYS	-	-	-	433,580	-	201,010	433,580
Totals for dept 92042 - CTCL ELECTION GRANT		-	-	-	433,580	-	388,619	433,580
Dept 92043 - AAMODT PARK PLAYGROUND/PAVILLON								
5300	CONTRACTUAL SERVICES	-	-	-	130,000	-	34,762	130,000
Totals for dept 92043 - AAMODT PARK		-	-	-	130,000	-	34,762	130,000
Dept 92045 - MAUSOLEUM								
5300	CONTRACTUAL SERVICES	-	-	-	30,258	-	28,793	30,258
Totals for dept 92045 - MAUSOLEUM		-	-	-	30,258	-	28,793	30,258
Dept 92047 - CAPITAL IMPROVEMENT BONDS 2020								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	55,026	655,026
Totals for dept 92047 - CAPITAL IMPROVEMENT BONDS 2020		-	-	-	-	-	55,026	655,026
Dept 92048 - CENTRAL DISPATCH PROJECT								
5700	CAPITAL OUTLAYS	-	-	-	-	-	1,696,286	2,500,000
Totals for dept 92048 - CENTRAL DISPATCH PROJECT		-	-	-	-	-	1,696,286	2,500,000
Dept 92049 - ARENA ROOF HVAC PAYOFF								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	2,073,373	2,073,373
Totals for dept 92049 - ARENA ROOF HVAC PAYOFF		-	-	-	-	-	2,073,373	2,073,373
Dept 92050 - JAG GRANT 2020								
5300	LEGAL FEES	-	-	-	-	-	5,000	17,866
Totals for dept 92050 - JAG GRANT 2020		-	-	-	-	-	5,000	17,866
Dept 92101 - POLICE BODY CAMERAS								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	225,175	490,000
Totals for dept 92101 - POLICE BODY CAMERAS		-	-	-	-	-	225,175	490,000
Dept 92105 - MENTAL HEALTH GRANT 2020								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	13,822	22,189

Totals for dept 92105 - MENTAL HEALTH BALANCE 2020	-	-	-	-	-	13,822	22,189
Dept 92106 - BEACH STREET EXPANDED PARKING							
5300 CONTRACTUAL SERVICES	-	-	-	-	-	11,530	30,000
Totals for dept 92106 - BEACH STREET EXPANDED PARKING	-	-	-	-	-	11,530	30,000
Dept 92108 - SCBA REPLACEMENT							
5700 CONTRACTUAL SERVICES	-	-	-	-	-	233,620	233,620
Totals for dept 92108 - SCBA REPLACEMENT	-	-	-	-	-	233,620	233,620
Dept 94027							
5300 CONTRACTUAL SERVICES	-	360	-	-	-	-	-
Totals for dept 94027	-	360	-	-	-	-	-
Dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS							
5300 CONTRACTUAL SERVICES	14,929	-	-	-	-	12,290	12,290
Totals for dept 99152 - DOJ JAG GRANT MUSKEGON HEIGHTS	14,929	-	-	-	-	12,290	12,290
TOTAL EXPENDITURES	28,643,929.83	30,258,785.74	28,871,143.00	30,678,765.00	20,879,145.43	24,749,108.50	36,772,597.00

NET OF REVENUES/EXPENDITURES - FUND 101	110,119	(605,356)	(393,288)	125,039	546,194	5,582,308	805
BEGINNING FUND BALANCE	6,687,516	6,797,635	6,192,279	6,192,279	6,797,635	6,192,279	6,192,279
ENDING FUND BALANCE	6,797,635	6,192,279	5,798,992	6,317,319	7,343,829	11,774,587	6,193,084

BUDGET REPORT FOR CITY OF MUSKEGON

ADDITIONAL DETAIL GENERAL FUND

Agency	Actual FY2018-19	Actual 2019	Original Budget FY2020-21	Actual 3/31/21	3rd Quarter Reforecast
Muskegon Area Transit (MATS)	99,512	99,512	99,513	95,612	130,979
Neighborhood Association Grants	125,947	66,684	150,000	127,840	150,000
YMCA	-	-	-	-	-
Boys & Girls Club	30,000	80,000	100,000	77,681	77,681
Muskegon Public Schools Youth Recreation	20,000	20,000	20,000	-	20,000
Port City Football	5,000	5,000	5,000	-	-
Muskegon Area First	45,660	10,000	-	-	-
Veterans Memorial Day Costs	10,163	5,335	7,000	-	7,000
Downtown Muskegon Now	37,500	-	-	-	-
West Michigan Lake Hawks	5,400	4,500	4,500	-	-
Lakeside Business District	2,500	-	2,500	3,750	5,000
Latinos Working for the Future		1,000	1,000	-	-
community Encompass 3rd Street Mural		6,000	6,000	-	6,000
Cogic Community Center		250	250	-	250
211 Service	2,500	2,500	2,500	2,500	2,500
Harmony Park - Rotary				10,000	10,000
Muskegon Museum of Art Expansion			25,000		
MLK Diversity Program		1,100	1,100	-	1,100
Muskegon Area Loabor Management (MAL)	-		1,000	-	1,000
Steelhead Sculpture			-	4,000	4,000
Support to Outside Agencies	384,182	301,881	425,363	321,383	415,510

Fund	Actual 2018-19	Actual 2019-20	Original Budget 2020-21	Actual Thru 3/31/2021	3rd Quarter Reforecast
Major Street Fund	250,000	-			
Local Street Fund	-	250,000	100,000		100,000
Farmers Market Fund	35,000	45,000	55,000		105,000
Mercy Health Arena Fund	475,000	800,000	235,000		650,000
LDFA Debt Service Fund (Smartzone)	360,000	360,000	350,000	111,275	350,000
DDA Debt Service Fund	-		-	-	-
Public Improvement Fund					50,000
Tree Replacement Fund		7,500			
State Grants Fund		10,000			
Community Development Block Grant Fund					
Public Service Building					200,000
Engineering Services Fund	-	20,000	-		50,000
General Insurance Fund					
	1,120,000	1,492,500	740,000	111,275	1,505,000

BUDGET REPORT FOR CITY OF MUSKEGON

STREET FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MARCH 31, 2020 ACTUAL EXPENSES	MARCH 31, 2021 ACTUAL EXPENSE	2020-21 3RD QUARTER REFORECAST	2021-22 RECOMMENDED BUDGET
Fund 202 - MAJOR STREETS									
Estimated Revenues									
Dept 00000									
202-00000-4161	SPECIAL ASSESSMENTS	2,848		-	-			-	-
202-00000-4300	FEDERAL GRANTS	627,218	1,049,653	385,824	400,586			-	1,109,848
202-00000-4400	STATE GRANTS	-		715,586	315,000			-	315,000
202-00000-4501	STATE RECEIPTS	-	3,924,117	-	-			-	-
202-00000-4531	STATE RECEIPT MAJORS	4,312,885	-	4,280,000	4,280,000	2,412,558	2,529,354	4,280,000	4,350,000
202-00000-4532	STATE RECEIPT TRUNKLINE	-	80,056	196,000	196,000			196,000	216,000
202-00000-4535	LRP LOCAL ROADS PROGRAM	79,927		-	-	46,700	39,982	-	-
202-00000-4651	REIMBURSEMENT	-		-	-			-	-
202-00000-4800	MISC. & SUNDRY	89,821	55,016	-	-	46,239	19,822	-	-
202-00000-4802	REIMB.SERVICES RENDERED	21,582	18,001	-	-			-	-
202-00000-4805	CONTRIBUTIONS	-		-	-			-	-
202-00000-4901	OP. TRANS FROM GENERAL FUND	-		-	-			-	-
202-00000-4904	OP. TRANS FROM CAPITAL FUND				715,222			715,222	-
202-00000-4970	INTEREST INCOME	15,485	9,664	10,000	10,000	7,699	4,379	10,000	-
202-00000-4973	INTEREST ON ASSESSMENTS	142		-	-			-	-
Total Dept 00000		5,149,908	5,136,508	5,587,410	5,916,808	2,513,196	2,593,536	5,201,222	5,990,848
TOTAL ESTIMATED REVENUES		5,149,908	5,136,508	5,587,410	5,916,808	2,513,196	2,593,536	5,201,222	5,990,848
Estimated Expenditures									
EXPENDITURES									
5100	SALARIES & BENEFITS	527,751	544,513	645,735	645,735	397,952	361,272	645,735	645,735
5200	SUPPLIES	235,291	256,372	271,000	271,000	202,098	144,458	271,000	272,000
5300	CONTRACTUAL SERVICES	621,160	685,946	954,180	954,180	507,315	389,710	954,180	990,906
5400	OTHER EXPENSES	755	1,592	2,000	2,000	1,592	95	2,000	2,000
5700	CAPITAL OUTLAYS	-	-	-	-			-	-
5900	OTHER FINANCING USES	233,273	231,873	-	-	225,129	226,854	-	-
Totals for all 60000's Departments		1,618,230	1,720,295	1,872,915	1,872,915	1,334,086	1,122,389	1,872,915	1,910,641
Dept 90000									
5300	CONTRACTUAL SERVICES	-	-	243,021	175,000			20,000	-
Total Dept 90011		-	-	243,021	175,000	-	-	20,000	-
Dept 91013									
5300	CONTRACTUAL SERVICES	-	858	-	-	858			-
Total Dept 91013		-	858	-	-	858	-	-	-
Dept 91411 - US31BR. W SHERMAN TO SHORELINE DR									
5300	CONTRACTUAL SERVICES	-	620	-	-	620			-
Total Dept 91411 - US31BR. W SHERMAN TO SHORELINE DR		-	620	-	-	620	-	-	-
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON									
5300	CONTRACTUAL SERVICES		972,558	-	-				-
Total Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		715,222	972,558	-	-	-	-	-	-
Dept 91605 - TRAFFIC STUDIES									
5300	CONTRACTUAL SERVICES	92,768	2,787	-	-	2,787	-		-
Total Dept 91605 - TRAFFIC STUDIES		92,768	2,787	-	-	2,787	-	-	-
Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER									
5300	CONTRACTUAL SERVICES	665,926	-	-	-	-	-	-	-
Total Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER		665,926	-	-	-	-	-	-	-
Dept 91711 - LAKESHORE DR, MCCracken TO LAKETON									
5300	CONTRACTUAL SERVICES	1,289,057	3,194,193	-	405,807	2,287,271	10,548	250,000	-
Total Dept 91711 - LAKESHORE DR, MCCracken TO LAKETON		1,289,057	3,194,193	-	405,807	2,287,271	10,548	250,000	-
Dept 91724 - FRANKLIN, WESTERN MI FRANKLIN TO LSD									
5300	CONTRACTUAL SERVICES	-	14,486	-	-	11,826	-		-
Total Dept 91724 - FRANKLIN, WESTERN MI FRANKLIN TO LSD		-	14,486	-	-	11,826	-	-	-
Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS									
5300	CONTRACTUAL SERVICES	19,240	346,031	-	50,000	19,656	46,366	50,000	-
Total Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS		19,240	346,031	-	50,000	19,656	46,366	50,000	-
Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES									
5200	SUPPLIES	493	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	362,193	-	-	-	-	-	-	-
Total Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES		362,685	-	-	-	-	-	-	-
Dept 91831 - REMEMBRANCE DR EXTENSION									
5300	CONTRACTUAL SERVICES	413,720	-	-	-	-	-	-	-
Total Dept 91831 - REMEMBRANCE DR EXTENSION		413,720	-	-	-	-	-	-	-
Dept 91842 - SHERIDAN & OTLHOFF									
5300	CONTRACTUAL SERVICES	40,773	10,178	-	715,222	5,830	715,222	715,222	-
Total Dept 91842 - SHERIDAN & OTLHOFF		40,773	10,178	-	715,222	5,830	715,222	715,222	-
Dept 91843 - THIRD ST, MUSKEGON TO MERRILL									
5300	CONTRACTUAL SERVICES	96,302	-	-	-	457,564	-	-	-
Total Dept 91843 - THIRD ST, MUSKEGON TO MERRILL		96,302	-	-	-	457,564	-	-	-
Dept 91844 - 1ST STREET, SOUTH END BETWEEN CLAY & WES									
5200	SUPPLIES	-	990	-	-				-
5300	CONTRACTUAL SERVICES	1,161	480,560	-	-				-
Total Dept 91844 - 1ST STREET, SOUTH END BETWEEN CLAY & WES		1,161	481,550	-	-	-	-	-	-
Dept 91851 - SPRING STREET TRUNK SEWER									
5300	CONTRACTUAL SERVICES	-	-		123,021	-	67,508	123,021	
Totals for dept 91852 - 9TH STREET SEWER REROUTE		-	-	-	123,021	-	67,508	123,021	
Dept 91852 - 9TH STREET SEWER REROUTE									
5300	CONTRACTUAL SERVICES	-	-	2,110	2,110			2,110	-
Totals for dept 91852 - 9TH STREET SEWER REROUTE		-	-	2,110	2,110	-	-	2,110	-
Dept 91856 - PECK & SANFORD									
5300	CONTRACTUAL SERVICES	24,827	-	-	-	-	26,001	50,000	-
Total Dept 91856 - PECK & SANFORD		24,827	-	-	-	-	26,001	50,000	-

**BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 3RD QUARTER REFORECAST**

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MARCH 31, 2020 ACTUAL EXPENSES	MARCH 31, 2021 ACTUAL EXPENSE	2020-21 3RD QUARTER REFORECAST	2021-22 RECOMMENDED BUDGET
Dept 91858 - MUSKEGON & WEBSTER RESTRIPIG									
5300	CONTRACTUAL SERVICES	24,827		-	-	-	-	-	-
Total Dept 91858 - MUSKEGON & WEBSTER RESTRIPIG		24,827	-	-	-	-	-	-	-
Dept 91859 - PECK & SANFORD 2 WAY CONVERSION									
5300	CONTRACTUAL SERVICES	48,435	215,775	-	-	198,574	-	-	-
Total Dept 91859 - PECK & SANFORD 2 WAY CONVERSION		48,435	215,775	-	-	198,574	-	-	-
Dept 91905 - LAKETON/LAKESHORE TRAIL CONNECTOR									
5300	CONTRACTUAL SERVICES	14,673	1,606	-	-	1,606	-	-	-
Total Dept 91905 - LAKETON/LAKESHORE TRAIL CONNECTOR		14,673	1,606	-	-	1,606	-	-	-
Dept 91914 - SEAWAY RR BRIDGE PAINTING									
5300	CONTRACTUAL SERVICES	-	61	-	948	-	948	948	-
Total Dept 91914 - SEAWAY RR BRIDGE PAINTING		-	61	-	948	-	948	948	-
Dept 91917 - BEACH ST. - WILCOX TO SIMSPON									
5300	CONTRACTUAL SERVICES	-	49,577	400,000	400,000	47,969	333,911	400,000	-
Total Dept 91917 - BEACH ST. - WILCOX TO SIMSPON		-	49,577	400,000	400,000	47,969	333,911	400,000	-
Dept 92002 - PECK ST. - APPLE TO STRONG									
5300	CONTRACTUAL SERVICES	-	19,448	800,000	25,000	13,755	30,647	40,000	-
Total Dept 92002 - PECK ST. - APPLE TO STRONG		-	19,448	800,000	25,000	13,755	30,647	40,000	-
Dept 92003 - MICHIGAN & FRANKLIN FROM WESTERN TO LSD									
5300	ENGINEERING SERVICES	761	18,590	600,000	800,000	18,590	43,478	800,000	-
Total Dept 92003 - MICHIGAN & FRANKLIN FROM WESTERN TO LSD		761	18,590	600,000	800,000	18,590	43,478	800,000	-
Dept 92004 - TERRACE; APPLE TO SEAWAY									
5300	ENGINEERING SERVICES	-	-	-	35,000	-	11,876	35,000	-
Total Dept 92004 - TERRACE; APPLE TO SEAWAY		-	-	-	35,000	-	11,876	35,000	-
Dept 92012 - LAKESHORE TRAIL EROSION									
5300	CONTRACTUAL SERVICES	-	-	250,000	300,000	-	10,574	300,000	-
Total Dept 92012 - LAKESHORE TRAIL EROSION		-	-	250,000	300,000	-	10,574	300,000	-
Dept 92014 - ADA SIDEWALK REPLACEMENT									
5300	CONTRACTUAL SERVICES	-	1,350	-	-	1,163	-	-	-
Total Dept 92014 - ADA SIDEWALK REPLACEMENT		-	1,350	-	-	1,163	-	-	-
Dept 92032 - ROBERTS; BARNEY TO LAKETON									
5300	CONTRACTUAL SERVICES	-	-	-	1,623	-	1,623	1,623	-
Total Dept 92032 - ROBERTS; BARNEY TO LAKETON		-	-	-	1,623	-	1,623	1,623	-
Dept 92033 - TERRACE; APPLE TO MUSKEGON REPAINT									
5300	CONTRACTUAL SERVICES	-	-	-	14,434	-	14,434	14,434	-
Total Dept 92033 - TERRACE; APPLE TO MUSKEGON REPAINT		-	-	-	14,434	-	14,434	14,434	-
Dept 92036 - HOUSTON 9TH TO 3RD									
5300	CONTRACTUAL SERVICES	-	-	-	35,000	-	27,250	35,000	-
Total Dept 92036 - HOUSTON 9TH TO 3RD		-	-	-	35,000	-	27,250	35,000	-
Dept 92037 - MONROE, 4TH TO 3RD									
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-	-
Total Dept 92037 - MONROE, 4TH TO 3RD		-	-	-	-	-	-	-	-
Dept 92046 - FRAUENTAL ALLEY									
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-	-
Total Dept 92046 - FRAUENTAL ALLEY		-	-	-	-	-	-	-	-
Dept 92102 - WOOD STREET, APPLE TO MARQUETTE AVE									
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-	-
Total Dept 92102 - WOOD STREET, APPLE TO MARQUETTE AVE		-	-	-	-	-	-	-	-
Dept 96021 - BRIDGE INSPECTION									
5300	CONTRACTUAL SERVICES	-	270	-	2,000	270	1,175	2,000	-
Total Dept 96021 - BRIDGE INSPECTION		-	270	-	2,000	270	1,175	2,000	-
Dept 99012 - GIS TRAINING									
5300	CONTRACTUAL SERVICES	-	566	-	-	566	-	-	-
Total Dept 99012 - GIS TRAINING		-	566	-	-	566	-	-	-
Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO									
5300	CONTRACTUAL SERVICES	-	46,932	800,000	800,000	40,544	39,776	50,000	-
Total Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO		-	46,932	800,000	800,000	40,544	39,776	50,000	-
TOTAL EXPENDITURES		5,685,942	6,125,173	4,968,046	5,758,080	4,443,534	2,503,725	4,762,273	1,910,641
NET OF REVENUES/EXPENDITURES - FUND 202		(536,033)	(988,665)	619,364	158,728	(1,930,338)	89,811	438,949	4,080,207
BEGINNING FUND BALANCE		3,793,456	3,257,423	2,268,758	2,268,758	3,257,423	2,268,758	2,268,758	2,427,486
ENDING FUND BALANCE		3,257,423	2,268,758	2,888,122	2,427,486	1,327,084	2,358,569	2,707,707	6,507,693

**BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS 3RD QUARTER REFORECAST**

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MARCH 31, 2020 ACTUAL EXPENSES	MARCH 31, 2021 ACTUAL EXPENSE	2020-21 3RD QUARTER REFORECAST	2021-22 RECOMMENDED BUDGET
Fund 203 - LOCAL STREETS									
Revenues									
Dept 00000									
203-00000-4161	SPECIAL ASSESSMENTS	207,275	-	-	-	-	-	-	-
203-00000-4216	TELECOM FRANCHISE FEES	161,076	178,153	160,000	160,000	-	-	175,000	175,000
203-00000-4300	FEDERAL GRANTS	-	-	-	-	-	-	-	-
203-00000-4533	STATE RECEIPT LOCAL	1,028,963	1,075,616	1,190,000	1,190,000	654,397	683,501	1,190,000	1,200,000
203-00000-4535	LRP LOCAL ROADS PROGRAM	22,310	22,308	20,000	20,000	13,013	19,626	25,000	25,000
203-00000-4800	MISC. & SUNDRY	834	380	1,000	60,000	380	41,416	60,000	50,000
203-00000-4802	REIMB:SERVICES RENDERED	18,863	5,298	15,000	15,000	5,298	-	-	5,000
203-00000-4803	CDBG PROGRAM REIMBURSEMENTS	22,467	-	-	-	-	-	-	-
203-00000-4900	OPERATING TRANSFERS IN	-	-	100,000	100,000	-	-	100,000	100,000
203-00000-4901	OP. TRANS FROM GENERAL FUND	250,000	250,000	-	-	-	-	-	-
203-00000-4902	OP. TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	-
203-00000-4970	INTEREST INCOME	3,925	3,287	3,500	3,500	2,547	2,372	3,500	-
203-00000-4973	INTEREST ON ASSESSMENTS	290	-	-	-	-	-	-	-
Total Dept 00000		1,716,002	1,535,042	1,489,500	1,548,500	675,634	746,915	1,553,500	1,555,000
TOTAL REVENUES		1,716,002	1,535,042	1,489,500	1,548,500	675,634	746,915	1,553,500	1,555,000
EXPENDITURES									
5100	SALARIES & BENEFITS	658,212	641,595	752,397	752,397	530,746	448,171	752,397	752,397
5200	SUPPLIES	112,915	123,392	138,000	138,000	36,168	75,600	138,000	138,000
5300	CONTRACTUAL SERVICES	632,185	577,533	720,000	720,000	481,100	364,786	720,000	814,062
5400	OTHER EXPENSES	150	860	2,500	2,500	860	330	2,500	2,500
5700	CAPITAL OUTLAYS	-	-	-	-	-	704	-	-
5900	OTHER FINANCING USES	-	-	-	-	-	-	-	-
Total Expenditures		1,403,462	1,343,380	1,612,897	1,612,897	1,048,874	889,591	1,612,897	1,706,959
Dept 91819 - FIRST STREET RECONSTRUCTION									
5300	CONTRACTUAL SERVICES	1,110	-	-	-	-	-	-	-
Total Dept 91819 - FIRST STREET RECONSTRUCTION		1,110	-	-	-	-	-	-	-
Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES									
5300	CONTRACTUAL SERVICES	53,480	-	-	-	-	-	-	-
Total Dept 91821 - 2018 CIP PREVENTIVE MAINT, MILLING & RES		53,480	-	-	-	-	-	-	-
Dept 91822 - FOREST AVE, PECK STREET TO CLINTON STREE									
5200	SUPPLIES	482	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	23,683	-	-	-	-	-	-	-
Total Dept 91822 - FOREST AVE, PECK STREET TO CLINTON STREE		24,165	-	-	-	-	-	-	-
Dept 91841 - MARSH & WALTON									
5300	CONTRACTUAL SERVICES	209,328	4,074	-	-	4,074	-	-	-
Total Dept 91841 - MARSH & WALTON		209,328	4,074	-	-	4,074	-	-	-
Dept 91854 - BEIDLER TRUNK SEWER									
5300	CONTRACTUAL SERVICES	-	57,503	42,061	57,449	-	81,243	81,243	-
Totals for dept 91854 - BEIDLER TRUNK SEWER		-	57,503	42,061	57,449	-	81,243	81,243	-
Dept 92037 - MONROE, 4TH TO 3RD									
5300	CONTRACTUAL SERVICES	-	-	-	20,000	-	11,850	15,000	-
Totals for dept 92037-MONROE, 4TH TO 3RD		-	-	-	20,000	-	11,850	15,000	-
Dept 92046-3RD/4TH ALLEY RECONSTRUCTION									
5300	CONTRACTUAL SERVICES	-	-	-	80,000	-	6,868	10,000	-
Totals for dept 92046-3RD/4TH ALLEY RECONSTRUCTION		-	-	-	80,000	-	6,868	10,000	-
Dept 99012 - GIS TRAINING									
5300	CONTRACTUAL SERVICES	209,328	913	-	-	913	-	-	-
Total Dept 99012 - GIS TRAINING		209,328	913	-	-	913	-	-	-
TOTAL EXPENDITURES		1,900,872	1,405,870	1,654,958	1,770,346	1,053,861	989,553	1,719,140	1,706,959
NET OF REVENUES/EXPENDITURES - FUND 203		(184,870)	129,172	(165,458)	(221,846)	(378,227)	(242,637)	(165,640)	(151,959)
BEGINNING FUND BALANCE		914,487	729,617	858,789	858,789	729,617	858,789	858,789	636,943
ENDING FUND BALANCE		729,617	858,789	693,331	636,943	351,390	616,152	693,149	484,984

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
252 - FARMERS MARKET AND KITCHEN 242								
ESTIMATED REVENUES								
Dept 00000								
252-00000-4300	FEDERAL GRANTS	-	-	-	-	-	-	-
252-00000-4400	STATE GRANTS	-	-	-	-	-	-	-
252-00000-4663	FLEA MARKET AT FARMERS MARKET	21,986	15,826	21,931	14,000	13,799	7,674	14,000
252-00000-4664	FARMERS MARKET INCOME	88,385	66,353	93,000	80,000	44,465	48,035	80,000
252-00000-4677	RENT	-	-	-	-	-	-	-
252-00000-4680	ADVERTISING REVENUE	-	-	-	-	-	-	-
252-00000-4690	KITCHEN 242 RENTAL	19,535	13,695	10,000	15,000	13,238	12,473	15,000
252-00000-4693	FARMERS MARKET EVENT RENTAL	4,226	2,716	2,000	-	2,716	1,500	1,500
252-00000-4694	FARMERS MARKET EBT FEES	3,498	3,476	5,000	5,000	2,478	4,135	5,000
252-00000-4696	RETRO MARKET RENTAL FEES	1,608	888	1,500	1,500	888	-	-
252-00000-4697	ALCOHOLIC BEVERAGES	-	-	-	-	-	-	-
252-00000-4699	FOOD HUB	10,233	2,554	-	-	2,554	-	-
252-00000-4800	MISC. & SUNDRY	-	-	-	-	-	-	-
252-00000-4805	CONTRIBUTIONS	5,268	1,500	3,500	1,500	1,500	1,064	1,500
252-00000-4814	PROMOTIONAL PRODUCTS	(2,204)	348	-	-	348	209	210
252-00000-4840	FRIENDS OF THE MARKET	5,746	5,285	6,000	5,000	3,340	378	5,000
252-00000-4845	FUNDRAISING REVENUE	53,378	38,250	5,000	-	38,250	-	-
252-00000-4901	OP. TRANS FROM GENERAL FUND	35,000	45,000	55,000	105,000	-	-	105,000
252-00000-4970	INTEREST INCOME	207	280	200	170	239	161	170
Totals for dept 00000 -		246,866	196,170	203,131	227,170	123,814	75,628	227,380
TOTAL ESTIMATED REVENUES		246,866	196,170	203,131	227,170	123,814	75,628	227,380
EXPENDITURES								
Dept 70856 - WESTERN AVENUE CHALETs								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	17,305	-	-	-	-	-	-
Totals for dept 70856 - WESTERN AVENUE CHALETs		17,305	-	-	-	-	-	-
EXPENDITURES								
Dept 70863 - FARMERS & FLEA MARKET								
5100	SALARIES & BENEFITS	57,323	58,765	75,522	66,522	45,172	30,546	66,522
5200	SUPPLIES	30,234	26,971	12,400	12,400	24,322	2,941	12,400
5300	CONTRACTUAL SERVICES	160,099	102,900	105,781	101,031	82,423	51,380	101,031
5400	OTHER EXPENSES	915	1,632	2,000	-	1,632	275	-
5700	CAPITAL OUTLAYS	16,733	7,454	6,000	32,000	3,362	13,135	32,000
Totals for dept 70863 - FARMERS & FLEA MARKET		265,303	197,723	201,703	211,953	156,912	98,278	211,953
EXPENDITURES								
Dept 70867 - FDA GRANT FARMERS MARKET								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 70867 - FDA GRANT FARMERS MARKET		-	-	-	-	-	-	-
TOTAL EXPENDITURES		265,303	197,723	201,703	211,953	156,912	98,278	211,953
NET OF REVENUES/EXPENDITURES - FUND 252		(18,437)	(1,553)	1,428	15,217	(33,098)	(22,649)	15,427
BEGINNING FUND BALANCE		24,663	6,226	4,672	4,672	4,672	4,672	6,226
ENDING FUND BALANCE		6,226	4,672	6,100	19,889	(28,426)	(17,977)	21,653

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 254 - MERCY HEALTH ARENA								
ESTIMATED REVENUES								
Dept 00000								
254-00000-4400	STATE GRANT	-	-	-	40,000	-	-	-
254-00000-4610	ANNEX REVENUE	69,620	69,552	70,000	60,000	19,824	(6,607)	-
254-00000-4619	MISC. SALES AND SERVICES	38,608	10,949	10,000	1,000	3,949	239	250
254-00000-4639	RAD DADS	89,808	142,683	50,000	100,000	25,000	15,000	145,000
254-00000-4640	TICKET SURCHARGE	-	31,589	35,000	7,500	31,589	2,229	7,500
254-00000-4643	VIP COMPENSATION	-	10,054	7,500	1,500	5,703	-	-
254-00000-4646	CONCESSIONS FOOD	90	74,207	85,000	25,000	70,035	14,397	35,000
254-00000-4647	MERCHANDISE - ARENA	40,197	22,945	42,000	4,000	22,454	-	1,500
254-00000-4651	REIMBURSEMENT	330	3,112	-	-	3,112	(59,810)	-
254-00000-4665	ADVERTISING REVENUE	62,000	106,000	124,000	124,000	6,000	6,000	106,000
254-00000-4666	PARKING LOT RENTAL - WESTERN AVENUE	21,360	24,103	24,000	4,000	24,103	5,005	10,000
254-00000-4667	PARKING LOT RENTAL	17,663	10,902	12,000	12,000	10,902	335	500
254-00000-4677	RENT	259,325	143,976	215,000	202,278	94,500	70,780	133,226
254-00000-4691	ARENA EVENT REVENUE	104,660	179,191	230,000	25,000	178,909	30,866	90,000
254-00000-4692	ARENA MAINTENANCE CHARGE	-	762	-	-	142	-	-
254-00000-4695	SHOP RENTAL	702	-	1,000	-	-	-	-
254-00000-4696	CONCESSION NON ALCHOLIC	220,197	49,138	60,000	22,000	48,678	6,404	18,000
254-00000-4697	ALCOHOLIC BEVERAGE	204,799	119,539	180,000	30,000	117,469	18,934	40,000
254-00000-4698	FLOOR/ICE HOCKEY RENTAL	175,797	190,825	170,000	190,000	135,746	165,023	200,000
254-00000-4699	THIRD PARTY SALES/FOOD HUB	-	40,010	45,000	3,000	40,010	-	-
254-00000-4800	MISC. & SUNDRY	3,305	5,978	4,000	4,000	5,184	5,515	5,700
254-00000-4801	CASH OVER/SHORT	9	-	-	-	-	-	-
254-00000-4802	REIMB: SERVICES RENDERED	1,500	10,665	-	15,000	9,750	11,900	11,900
254-00000-4805	CONTRIBUTIONS	4,100	6,250	-	-	6,250	4,868	-
254-00000-4808	SALE OF PROPERTY AND EQUIPMENT	-	-	-	-	-	-	-
254-00000-4901	OP. TRANS FROM GENERAL FUND	476,486	800,000	235,000	550,000	-	-	650,000
254-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-
254-00000-4970	INTEREST INCOME	-	-	-	-	-	-	-
Totals for dept 00000 -		1,790,556	2,052,428	1,599,500	1,420,278	859,310	291,077	1,454,576
TOTAL ESTIMATED REVENUES		1,790,556	2,052,428	1,599,500	1,420,278	859,310	291,077	1,454,576
EXPENDITURES								
Dept 70805 - MERCY HEALTH ARENA								
5100	SALARIES AND BENEFITS	66,081	164,833	196,843	385,881	128,968	227,344	385,881
5200	SUPPLIES	354,884	301,725	225,000	225,000	285,089	179,667	225,000
5300	CONTRACTUAL SERVICES	1,310,152	1,322,263	1,090,000	670,000	1,179,947	457,564	670,000
5400	OTHER EXPENSES	-	9,420	-	20,750	2,180	34,810	35,000
5700	CAPITAL OUTLAYS	74,579	246,686	50,000	100,000	182,370	164,673	125,000
Totals for dept 70805 - L C WALKER ARENA		1,805,697	2,044,927	1,561,843	1,401,631	1,778,554	1,064,058	1,440,881
Dept 90135 - ANNEX REPAIR								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 90135 - ANNEX REPAIR		-	-	-	-	-	-	-
Dept 92039 - LOCKER ROOM IMPROVEMENTS ARENA								
5300	CONTRACTUAL SERVICES	-	-	-	10,930	-	15,821	10,930
Totals for dept 92039 - LOCKER ROOM IMPROVEMENTS ARENA		-	-	-	10,930	-	15,821	10,930
Dept 93015								
5300	CONTRACTUAL SERVICES	-	2,595	-	-	-	-	-
Totals for dept 93015		-	2,595	-	-	-	-	-
TOTAL EXPENDITURES		1,805,697	2,047,522	1,561,843	1,412,561	1,778,554	1,079,879	1,451,811
NET OF REVENUES/EXPENDITURES - FUND 254		(15,141)	4,906	37,657	7,717	(919,244)	(788,802)	2,765
BEGINNING FUND BALANCE		43,252	28,112	33,018	33,018	33,018	33,018	28,112
ENDING FUND BALANCE		28,112	33,018	70,675	40,735	(886,226)	(755,784)	30,877

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 264 - CRIMINAL FORFEITURES								
ESTIMATED REVENUES								
Dept 00000								
264-00000-4804	CRIMINAL FORFEITURES/POLICE	26,458		1,000	1,000	-	-	7,407
264-00000-4970	INTEREST INCOME	200	60	400	400	47	26	40
Totals for dept 00000 -		26,658	60	1,400	1,400	47	26	7,447
TOTAL ESTIMATED REVENUES		26,658	60	1,400	1,400	47	26	7,447
EXPENDITURES								
Dept 40333 - POLICE DRUG FORFEITURES								
5700	CAPITAL OUTLAYS	36,665	24,809	-	-	24,809		-
Totals for dept 40333 - POLICE DRUG FORFEITURES		36,665	24,809	-	-	24,809	-	-
TOTAL EXPENDITURES		36,665	24,809	-	-	24,809	-	-
NET OF REVENUES/EXPENDITURES - FUND 264		(10,007)	(24,749)	1,400	1,400	(24,762)	26	7,447
BEGINNING FUND BALANCE		45,146	35,139	10,390	10,390	10,390	10,390	10,390
ENDING FUND BALANCE		35,139	10,390	11,790	11,790	(14,372)	10,416	17,837

**BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST**

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 285 - TREE REPLACEMENT								
ESTIMATED REVENUES								
Dept 00000								
285-00000-4400	STATE GRANTS	-	-	-	-	-	3,000	3,000
285-00000-4800	MISC. & SUNDRY	-	2,500	-	-	2,500	14,300	-
285-00000-4802	REIMB-SERVICES RENDERED	-	-	-	-	-	-	-
285-00000-4805	CONTRIBUTIONS	10,000	4,803	5,000	14,800	4,803	1,963	14,800
285-00000-4901	OP. TRANS FROM GENERAL FUND	-	7,500	-	-	-	-	-
285-00000-4970	INTEREST INCOME	5	2	-	-	2	11	-
Totals for dept 00000 -		10,005	14,805	5,000	14,800	7,305	19,274	17,800
TOTAL ESTIMATED REVENUES		10,005	14,805	5,000	14,800	7,305	19,274	17,800
EXPENDITURES								
Dept 70771 - FORESTRY								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5200	SUPPLIES	9,437	15,707	5,000	14,800	12,441	6,113	14,800
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 70771 - FORESTRY		9,437	15,707	5,000	14,800	12,441	6,113	14,800
TOTAL EXPENDITURES		9,437	15,707	5,000	14,800	12,441	6,113	14,800
NET OF REVENUES/EXPENDITURES - FUND 285		568	(901)	-	-	(5,136)	13,161	3,000
BEGINNING FUND BALANCE		1,351	1,919	1,017	1,017	1,017	1,017	1,919
ENDING FUND BALANCE		1,919	1,017	1,017	1,017	(4,119)	14,179	4,919

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 290 - LOCAL DEVELOPMENT FIN AUTH 3								
ESTIMATED REVENUES								
Dept 00000								
290-00000-4100	PROPERTY TAX	97,583	98,643	99,624	99,624	98,743	99,568	99,624
290-00000-4809	REIMBURSEMENT STATE	2,871	3,311	3,000	3,000	3,311	3,348	3,348
290-00000-4841	GRANT: COMMUNITY FOUNDATION	-	-	-	-	-	-	-
290-00000-4901	OP. TRANS FROM GENERAL FUND	360,000	360,000	350,000	350,000	270,000	333,825	350,000
290-00000-4970	INTEREST INCOME	55	96	100	100	89	110	100
Totals for dept 00000 -		460,509	462,049	452,724	452,724	372,142	436,851	453,072
TOTAL ESTIMATED REVENUES		460,509	462,049	452,724	452,724	372,142	436,851	453,072
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5900	OTHER FINANCING USES	230,341	218,806	445,100	445,100	153,504	19,154	445,100
Totals for dept 30906 - DEBT SERVICE		230,341	218,806	445,100	445,100	153,504	19,154	445,100
TOTAL EXPENDITURES		230,341	218,806	445,100	445,100	153,504	19,154	445,100
NET OF REVENUES/EXPENDITURES - FUND 290		230,168	243,244	7,624	7,624	218,638	417,698	7,972
BEGINNING FUND BALANCE		(876,114)	(645,946)	(402,702)	(402,702)	(402,702)	(402,702)	(402,702)
ENDING FUND BALANCE		(645,946)	(402,702)	(395,078)	(395,078)	(184,064)	14,995	(394,730)

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 294 - BROWNFIELD AUTHORITY (PIGEON HILL)								
ESTIMATED REVENUES								
Dept 00000								
294-00000-4100	PROPERTY TAX		6,771		-	6,177	19,466	19,466
Totals for dept 00000 -		-	6,771	-	-	6,177	19,466	19,466
TOTAL ESTIMATED REVENUES		-	6,771	-	-	6,177	19,466	19,466
EXPENDITURES								
Dept 70810 - PIGEON HILL BROWNFIELD								
5300	CONTRACTUAL SERVICES	-	6,771	-	-	6,771	700	19,466
Totals for Dept 70810 - PIGEON HILL BROWNFIELD		-	6,771	-	-	6,771	700	19,466
Dept 70808 - MAREC BUILDING								
5900	OTHER FINANCING USES	-	-	-	-	-	-	-
Totals for dept 70808 - MAREC BUILDING		-	-	-	-	-	-	-
TOTAL EXPENDITURES		-	6,771	-	-	6,771	700	19,466
NET OF REVENUES/EXPENDITURES - FUND 294		-	-	-	-	(594)	18,767	-
BEGINNING FUND BALANCE		-	-	-	-	-	-	-
ENDING FUND BALANCE		-	-	-	-	(594)	18,767	-
Fund 295 - BROWNFIELD AUTHORITY (BETTEN)								
ESTIMATED REVENUES								
Dept 00000								
295-00000-4100	PROPERTY TAX	134,828	138,401	140,094	140,094	138,504	140,000	140,094
295-00000-4809	REIMBURSEMENT STATE	4,362	6,822	6,500	6,500	6,822	7,442	6,500
295-00000-4970	INTEREST INCOME	30	44	100	100	40	1	100
Totals for dept 00000 -		139,220	145,267	146,694	146,694	145,366	147,443	146,694
TOTAL ESTIMATED REVENUES		139,220	145,267	146,694	146,694	145,366	147,443	146,694
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5900	OTHER FINANCING USES	30,813	26,659	30,813	30,813	26,659	11,730	30,813
Totals for dept 30906 - DEBT SERVICE		30,813	26,659	30,813	30,813	26,659	11,730	30,813
Dept 70808 - MAREC BUILDING								
5900	OTHER FINANCING USES	-	-	-	-	-	-	-
Totals for dept 70808 - MAREC BUILDING		-	-	-	-	-	-	-
TOTAL EXPENDITURES		30,813	26,659	30,813	30,813	26,659	11,730	30,813
NET OF REVENUES/EXPENDITURES - FUND 295		108,408	118,608	115,881	115,881	118,707	135,713	115,881
BEGINNING FUND BALANCE		(945,395)	(836,988)	(718,380)	(718,380)	(718,380)	(718,380)	(718,380)
ENDING FUND BALANCE		(836,988)	(718,380)	(602,499)	(602,499)	(599,673)	(582,666)	(602,499)

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 296 - BROWNFIELD AUTHORITY (FORMER MALL SITE)								
ESTIMATED REVENUES								
Dept 00000								
296-00000-4100	PROPERTY TAX	163,340	168,248	167,041	167,041	168,369	226,762	226,762
296-00000-4809	REIMBURSEMENT STATE	5,022	8,418	8,400	8,400	8,418	8,824	8,824
296-00000-4970	INTEREST INCOME	261	382	70	70	178	42	70
Totals for dept 00000 -		168,623	177,048	175,511	175,511	176,965	235,628	235,656
TOTAL ESTIMATED REVENUES		168,623	177,048	175,511	175,511	176,965	235,628	235,656
EXPENDITURES								
Fund 296 - BROWNFIELD AUTHORITY (FORMER MALL SITE)								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept		-	-	-	-	-	-	-
Dept 30999 - TRANSFERS TO OTHER FUNDS								
5900	OTHER FINANCING USES	162,000	180,000	175,000	175,000		-	175,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		162,000	180,000	175,000	175,000	-	-	175,000
TOTAL EXPENDITURES		162,000	180,000	175,000	175,000	-	-	175,000
NET OF REVENUES/EXPENDITURES - FUND 296		6,623	(2,952)	511	511	176,965	235,628	60,656
BEGINNING FUND BALANCE		9,444	16,066	13,114	13,114	13,114	13,114	16,066
ENDING FUND BALANCE		16,066	13,114	13,625	13,625	190,079	248,743	76,722

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	March 31 2020 ACTUAL EXPENSE	March 31 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 298 - BROWNFIELD AUTHORITY TERRACE POINT								
ESTIMATED REVENUES								
Dept 00000								
298-00000-4100	PROPERTY TAX	209,676	281,642	394,135	394,135	281,662	374,644	374,644
298-00000-4970	INTEREST INCOME	541	391	-	-	199	53	60
Totals for dept 00000 -		210,217	282,033	394,135	394,135	281,861	374,697	374,704
TOTAL ESTIMATED REVENUES		210,217	282,033	394,135	394,135	281,861	374,697	374,704
EXPENDITURES								
Dept 70809 - TERRACE POINT LANDING								
5300	CONTRACTUAL SERVICES	205,552	274,776	225,000	225,000	13,373	20,239	368,285
Totals for dept 70809 - TERRACE POINT LANDING		205,552	274,776	225,000	225,000	13,373	20,239	368,285
TOTAL EXPENDITURES		205,552	274,776	225,000	225,000	13,373	20,239	368,285
NET OF REVENUES/EXPENDITURES - FUND 298		4,665	7,257	169,135	169,135	268,488	354,458	6,419
BEGINNING FUND BALANCE		11,050	15,715	22,972	22,972	22,972	22,972	22,972
ENDING FUND BALANCE		15,715	22,972	192,107	192,107	291,459	377,430	29,391

**BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 3RD QUARTER REFORECAST**

GL NUMBER AND BUDGET CLASSIFICATION		DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
394 - DOWNTOWN DEVELOPMENT AUTHORITY									
ESTIMATED REVENUES									
Dept 00000									
394-00000-4100		PROPERTY TAX	1,085,354	924,457	489,958	490,931	924,513	490,931	490,931
394-00000-4161		SPECIAL ASSESSMENT	-	-	110,000	112,653	-	-	-
394-00000-4691		EVENT REVENUE				161,750		4,563	96,200
394-00000-4809		REIMBURSEMENT STATE	-		-	-	-	-	-
394-00000-4845		FUNDRAISING REVENUE		2,000		5,000	2,000	5,000	5,000
394-00000-4846		SPONSORSHIP REVENUE				82,000			70,000
394-00000-4847		LAKESHORE ART						9,800	
394-00000-4902		OP. TRANS FROM SERVICE REVENUE				50,000	-	50,000	112,653
394-00000-4903		OP. TRANS FROM DEBT SERVICE	-		-	-	-	-	-
394-00000-4904		OP. TRANS FROM CAPITAL PROJECTS FUND	-	134,072	-	-	-	-	-
394-00000-4970		INTEREST INCOME	549	280	100	100	192	5	100
Totals for dept 00000 -			1,085,903	1,060,809	600,058	902,434	926,705	560,299	774,884
TOTAL ESTIMATED REVENUES			1,085,903	1,060,809	600,058	902,434	926,705	560,299	774,884
EXPENDITURES									
Dept 30906 - DEBT SERVICE									
5300		CONTRACTUAL SERVICES	-	14,050	-	-	6,618	9,478	-
5400		CONFERENCE, TRAINING, ETC.							
5900		OTHER FINANCING USES	5,077	-	349,073	208,051	600,000	208,051	208,051
Totals for dept 30906 - DEBT SERVICE			5,077	14,050	349,073	208,051	606,618	217,529	208,051
Dept 30999 - TRANSFER TO OTHER FUNDS									
5900		OTHER FINANCING USES	1,000,000	-	-	-	-	-	-
Totals for dept 30999 - TRANSFER TO OTHER FUNDS			1,000,000	-	-	-	-	-	-
Dept 70778 - LAKESHORE ART FESTIVAL									
5300		CONTRACTUAL SERVICES	-	-	-	159,279	-	22,445	159,279
Totals for dept 70778 - LAKESHORE ART FESTIVAL			-	-	-	159,279	-	22,445	159,279
Dept 70803 - DOWNTOWN DEVELOPMENT									
5100		SALARIES AND BENEFITS	-	92,930	98,800	98,800	66,657	66,843	98,800
5200		SUPPLIES	853	3,683	1,500	1,500	1,070	814	1,500
5300		CONTRACTUAL SERVICES	-	24,216	150,000	152,238	24,163	2,524	152,238
5400		OTHER EXPENSES	-						
5900		OTHER FINANCING USES	-		-	-			-
Totals for dept 70803 - DOWNTOWN DEVELOPMENT			853	120,830	250,300	252,538	91,890	70,180	252,538
Dept 70863 - FARMERS & FLEA MARKET									
5300		CONTRACTUAL SERVICES	-	-	-	-	39	-	-
Totals for dept 70863 - FARMERS & FLEA MARKET			-	-	-	-	39	-	-
Dept 70780- TASTE OF MUSKEGON									
5200		SUPPLIES	-	-	-	-	-	559	600
5300		CONTRACTUAL SERVICES	-	39	-	65,375	-	1,633	2,000
Totals for dept 70780 - TASTE OF MUSKEGON			-	39	-	65,375	-	2,192	2,600
Dept 80699 - ECONOMIC DEVELOPMENT									
5900		OTHER FINANCING USES	5,000	-	-	-	-	5,493	-
Totals for dept 80699 - ECONOMIC DEVELOPMENT			5,000	-	-	-	-	5,493	-
TOTAL EXPENDITURES			1,010,930	134,919	599,373	685,243	698,546	317,839	622,468
NET OF REVENUES/EXPENDITURES - FUND 394			74,973	925,890	685	217,191	228,159	242,459	152,416
BEGINNING FUND BALANCE			(994,516)	(919,543)	6,347	6,347	(919,543)	6,347	6,347
ENDING FUND BALANCE			(919,543)	6,347	7,032	223,538	(691,384)	248,806	158,763

BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
DESCRIPTION								
305 - TAX INCREMENT FINANCE AUTHORITY								
ESTIMATED REVENUES								
Dept 00000								
305-00000-4100	PROPERTY TAX	37,658	35,383	42,206	42,206	35,435	42,184	42,206
305-00000-4809	REIMBURSEMENT STATE	7,170	7,270	7,000	7,000	7,270	9,744	7,000
305-00000-4970	INTEREST INCOME	40	54	-	-	28	19	-
Totals for dept 00000 -		44,868	42,707	49,206	49,206	42,733	51,947	49,206
TOTAL ESTIMATED REVENUES		44,868	42,707	49,206	49,206	42,733	51,947	49,206
EXPENDITURES								
Dept 30906 - DEBT SERVICE								
5900	OTHER FINANCING USES	40,000	40,000	50,000	50,000	30,000	37,500	50,000
Totals for dept 30906 - DEBT SERVICE		40,000	40,000	50,000	50,000	30,000	37,500	50,000
TOTAL EXPENDITURES		40,000	40,000	50,000	50,000	30,000	37,500	50,000
NET OF REVENUES/EXPENDITURES - FUND 305		4,868	2,707	(794)	(794)	12,733	14,447	(794)
BEGINNING FUND BALANCE		8,313	13,181	15,888	15,888	13,181	15,888	15,888
ENDING FUND BALANCE		13,181	15,888	15,094	15,094	25,914	30,335	15,094

BUDGET REPORT FOR CITY OF MUSKEGON

CAPITAL FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
FUND 404 - PUBLIC IMPROVEMENT FUND								
ESTIMATED REVENUES								
Dept 00000								
404-00000-4300	FEDERAL GRANTS	-		150,000	22,000	-	-	-
404-00000-4400	STATE GRANTS		220,700			-		
404-00000-4651	REIMBURSEMENT	348,104	404,424	1,900,000	400,000	-	14,345	315,000
404-00000-4652	SALES & SERVICES		14,428			-	-	-
404-00000-4656	SALES PROCEEDS	-	316	-	25,000	316	25,357	26,000
404-00000-4677	RENT	33,154	7,996	20,000	20,000	2,233	11,222	32,225
404-00000-4800	MISC. & SUNDRY	-	39	-	-	39	-	-
404-00000-4805	CONTRIBUTIONS	14,500	294,300	100,000	100,000	175,800	184,684	185,000
404-00000-4808	SALE OF LAND	1,205,887	447,902	750,000	3,250,000	445,421	1,849,075	2,800,000
404-00000-4845	FUNDRAISING REVENUE	86,933	22,229	-	-	19,948	5,000	-
404-00000-4846	SPONSORSHIP REVENUE	11,250	101,747	-	10,000	24,391	-	-
404-00000-4847	150TH ANNIVERSARY REVENUE	26,999	262,055	-	-	262,055	-	-
404-00000-4901	OP. TRANSFER FROM GENERAL FUND	-						50,000
404-00000-4904	OP. TRANS FROM CAPITAL FUND	-	881,860	-	-	2,023,864	-	-
404-00000-4903	OP. TRANS FROM DEBT SERVICE FUNDS	1,000,000	-	215,000	218,051	-	208,051	218,051
404-00000-4961	BOND PROCEEDS	-	2,417,390	-	-	-	-	-
404-00000-4970	INTEREST INCOME	2,776	569	500	500	569	-	500
404-00000-4971	GAIN ON INVESTMENT	3,213	8,968	-	-	-	-	-
Totals for dept 00000 -		2,732,816	5,084,920	3,135,500	4,045,551	2,954,636	2,297,734	3,626,776
TOTAL ESTIMATED REVENUES		2,732,816	5,084,920	3,135,500	4,045,551	2,954,636	2,297,734	3,626,776
EXPENDITURES								
Dept 00000								
5300	CONTRACTUAL SERVICES	1,006	149	226,000	456,385	149	-	-
Totals for dept 00000 -		1,006	149	226,000	456,385	149	-	-
Dept 30906 - DEBT SERVICE								
5300	CONTRACTUAL SERVICES	-		-	-			-
5900	OTHER FINANCING USES	-		-	-	894	-	-
Totals for dept 30906-DEBT SERVICE		-	-	-	-	894	-	-
Dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION								
5300	CONTRACTUAL SERVICES	-		-	-		-	-
5700	CAPITAL OUTLAYS	-		-	-		-	-
Totals for dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION		-	-	-	-	-	-	-
Dept 70856 - WESTERN AVENUE CHALETS								
5200	SUPPLIES	-	210	-	-	210	290	1,585
5300	CONTRACTUAL SERVICES	17,305	13,024	-	-	10,319	19,170	28,538
Totals for dept 70856 - WESTERN AVENUE CHALETS		17,305	13,234	-	-	10,529	19,460	30,123
Dept 80699 - ECONOMIC DEVELOPMENT								
5300	CONTRACTUAL SERVICES	28,705	-	-	-	-	103,508	185,000
5700	CAPITAL OUTLAYS	42,900	-	-	-	-	-	-
Totals for dept 80699 - ECONOMIC DEVELOPMENT		71,605	-	-	-	-	103,508	185,000
Dept 91501 - NEIGHBORHOOD HOUSING PROJECT								
5300	CONTRACTUAL SERVICES	2,361		-	-		-	-
5700	CAPITAL OUTLAYS	127		-	-		-	-
Totals for dept 91501 - NEIGHBORHOOD HOUSING PROJECT		2,488	-	-	-	-	-	-
Dept 91504 - CLAY AVE, JEFFERSON TO 1ST								
5300	CONTRACTUAL SERVICES	378	445	-	-	352	-	-
5700	CAPITAL OUTLAYS	-		-	-		-	-
Totals for dept 91504 - CLAY AVE, JEFFERSON TO 1ST		378	445	-	-	352	-	-
Dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT								
5700	CAPITAL OUTLAYS	-	15,000	-	-	15,000	18,000	18,000
Totals for dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT		-	15,000	-	-	15,000	18,000	18,000
Dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW								
5100	SALARIES & BENEFITS	221	549	-	-	549	2,372	-
5200	SUPPLIES	-	7,671	-	-	7,124	6,856	-
5300	CONTRACTUAL SERVICES	-	1,916	-	-	257	2,466	-
Totals for dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW		221	10,136	-	-	7,930	11,694	13,000
Dept 91612 - POP UP SHOPS								
5300	CONTRACTUAL SERVICES	1,290	240	-	-	240	7,976	-
5700	CAPITAL OUTLAYS	3,084	3,463	-	-	850	137	-
Totals for dept 91612 - POP UP SHOPS		4,374	3,703	-	-	1,090	8,113	12,000
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN								
5300	CONTRACTUAL SERVICES	30,841		-	-		-	-
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN		30,841	-	-	-	-	-	-
Dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD								
5300	CONTRACTUAL SERVICES	181,166	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	462	-
Totals for dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD		181,166	-	-	-	-	462	-
Dept 91720 - TASTE OF MUSKEGON								
5200	SUPPLIES	18,849	2,308	-	-	2,052	-	-
5300	CONTRACTUAL SERVICES	79,352	14,707	-	-	14,010	-	-
5400	OTHER EXPENSES	3,411	1,009	-	-	1,009	-	-
5700	CAPITAL OUTLAYS	-		-	-		-	-
Totals for dept 91720 - TASTE OF MUSKEGON		101,611	18,025	-	-	17,071	-	-
Dept 91723 - REHAB HOUSE ON SECOND STREET								
5700	CAPITAL OUTLAYS	-	-	-	-	-	1,240	-
Totals for dept 91723 - REHAB HOUSE ON SECOND STREET		-	-	-	-	-	1,240	-
Dept 91726 - CITY HALL UPGRADES								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	9,327	-
5700	CAPITAL OUTLAYS	61,151	16,283	200,000	295,246	16,283	296,916	310,000
Totals for dept 91726 - CITY HALL UPGRADES		61,151	16,283	200,000	295,246	16,283	306,243	310,000

BUDGET REPORT FOR CITY OF MUSKEGON

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GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
Dept 91801 - CONVENTION CENTER								
5300	CONTRACTUAL SERVICES	817,567	-	-	-	1,142,004	-	-
Totals for dept 91801 - CONVENTION CENTER		817,567	-	-	-	1,142,004	-	-
Dept 91802 - REHAB 1078 SECOND STREET								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	58,126	8,717	-	-	4,069	-	-
5700	CAPITAL OUTLAYS	45,098	3,311	-	-	-	-	-
Totals for dept 91802 - REHAB 1078 SECOND STREET		103,224	12,028	-	-	4,069	-	-
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	296,814	46,525	-	-	46,525	-	-
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/		296,814	46,525	-	-	46,525	-	-
Dept 91810 - REHAB 1531 BEIDLER								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	124	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 91810 - REHAB 1531 BEIDLER		124	-	-	-	-	-	-
Dept 91811 - 1639 FIFTH STREET								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	666	105	-	-	105	-	-
5700	CAPITAL OUTLAYS	-	351	-	-	351	-	-
Totals for dept 91811 - 1639 FIFTH STREET		666	456	-	-	456	-	-
Dept 91812 - REHAB 1067 GRAND								
5200	SUPPLIES	3,480	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	85,368	52,485	-	-	52,485	-	-
5700	CAPITAL OUTLAYS	49,388	22,870	-	-	22,870	-	-
Totals for dept 91812 - REHAB 1067 GRAND		138,236	75,355	-	-	75,355	-	-
Dept 91813 - REHAB 1290 WOOD								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	2,325	904	-	-	330	169	-
5700	CAPITAL OUTLAYS	3,244	440	-	-	252	170	-
Totals for dept 91813 - REHAB 1290 WOOD		5,569	1,345	-	-	582	339	-
Dept 91815 - REHAB 248 MASON								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	2,892	280	-	-	177	171	-
5700	CAPITAL OUTLAYS	1,192	-	-	-	-	-	-
Totals for dept 91815 - REHAB 248 MASON		4,084	280	-	-	177	171	-
Dept 91820 - PM PARK RECRESTIONAL IMPROVEMENTS								
5300	CONTRACTUAL SERVICES	489,552	32	-	-	-	-	-
Totals for dept 91820 - PM PARK RECREATIONAL IMPROVEMENTS		489,552	32	-	-	-	-	-
Dept 91823 - REHAB 1188 4TH								
5300	CONTRACTUAL SERVICES	65,347	84,232	-	800	81,247	992	-
5700	CAPITAL OUTLAYS	102,189	52,239	-	-	48,017	(1,014)	-
Totals for dept 91823 - REHAB 1188 4TH		167,535	136,470	-	800	129,265	(25)	-
Dept 91824 - 880 1ST STREET								
5300	CONTRACTUAL SERVICES	38,542	7,584	-	-	6,343	4,024	4,024
Totals for dept 91824 - 880 1ST STREET		38,542	7,584	-	-	6,343	4,024	4,024
Dept 91832 - COMMERCIAL DEMO								
5300	CONTRACTUAL SERVICES	186,924	-	-	-	-	-	-
Totals for dept 91832 - COMMERCIAL DEMO		186,924	-	-	-	-	-	-
Dept 91839 - LC WALKER IMPROVEMENTS (DDA)								
5300	CONTRACTUAL SERVICES	793,558	957,487	-	-	912,550	-	-
Totals for dept 91839- LC WALKER IMPROVEMENTS (DDA)		793,558	957,487	-	-	912,550	-	-
Dept 91840- PUBLIC RELATIONS								
5300	CONTRACTUAL SERVICES	4,677	4,260	-	-	4,260	-	-
Totals for dept 91840- PUBLIC RELATIONS		4,677	4,260	-	-	4,260	-	-
Dept 91901 - SESQUICENTENNIAL CELEBRATION								
5200	SUPPLIES	-	29,269	-	-	29,269	-	-
5300	CONTRACTUAL SERVICES	39,720	482,620	-	-	482,620	-	-
Totals for dept 91901 - SESQUICENTENNIAL CELEBRATION		39,720	511,889	-	-	511,889	-	-
Dept 91902 - LC WALKER ROOF,HVAC,DEHUMIDIFICATION SYS								
5300	CONTRACTUAL SERVICES	70,830	2,409,751	381,324	208,051	192,306	3,610	208,051
5900	OTHER FINANCING USES	-	391,972	-	-	-	173,019	-
Total for dept 91902 - LC WALKER ROOF,HVAC,DEHUMIDIFICATION SYS		70,830	2,801,723	381,324	208,051	192,306	176,629	208,051
Dept 91904 - 1457 7TH REHAB								
5200	SUPPLIES	-	2,167	-	-	48	-	-
5300	CONTRACTUAL SERVICES	7,555	30,997	20,000	55,153	18,090	31,864	55,250
5700	CAPITAL OUTLAYS	2,343	14,200	-	-	8,442	23,323	-
Total Dept 91904 - 1457 7TH REHAB		9,898	47,364	20,000	55,153	26,580	55,187	55,250
Dept 91906 - SKATE PARK RELOCATION								
5300	CONTRACTUAL SERVICES	1,548	176	-	-	-	-	-
Total Dept 91906 - SKATE PARK RELOCATION		1,548	176	-	-	-	-	-
Dept 91907 - BARK PARK IMPROVEMENTS								
5300	CONTRACTUAL SERVICES	3,861	4,670	-	-	-	-	-
Total Dept 91907 - BARK PARK IMPROVEMENTS		3,861	4,670	-	-	-	-	-
Dept 91909 - REHAB 1192 PINE								
5300	CONTRACTUAL SERVICES	7,172	35,161	100,000	370,000	27,097	109,886	310,000
5700	CAPITAL OUTLAYS	-	2,005	-	-	207	65,611	-
Total Dept 91909 - REHAB 1192 PINE		7,172	37,166	100,000	370,000	27,304	175,498	310,000

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GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
Dept 91914 - SEAWAY RR BRIDGE PAINTING								
5300	CONTRACTUAL SERVICES	-	-	-	68,385	-	71,885	71,885
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Total Dept 91914 SEAWAY RR BRIDGE PAINTING		-	-	-	68,385	-	71,885	71,885
Dept 91915 - MCLAUGHLIN PARK								
5300	CONTRACTUAL SERVICES	-	6,885	-	-	6,885	-	-
5700	CAPITAL OUTLAYS	-	405	-	-	405	-	-
Total Dept 91915 - MCLAUGHLIN PARK		-	7,290	-	-	7,290	-	-
Dept 91919 - 1713 7TH STREET								
5300	CONTRACTUAL SERVICES	-	18,050	-	-	18,050	500	-
Total Dept 91919 - 1713 7TH STREET		-	18,050	-	-	18,050	500	-
Dept 91920 - CITY HALL ELEVATOR								
5300	CONTRACTUAL SERVICES	-	79,711	-	-	79,711	-	-
Total Dept 91920 - CITY HALL ELEVATOR		-	79,711	-	-	79,711	-	-
Dept 91923 - SCATTERED HOUSING PROJECT								
5300	CONTRACTUAL SERVICES	-	1,475,547	1,500,000	1,500,000	591,086	1,436,170	1,500,000
5900	OTHER FINANCING USES	-	6,590	-	-	1,773	13,004	-
Totals for dept 91923 - SCATTERED HOUSING PROJECT		-	1,482,137	1,500,000	1,500,000	592,859	1,449,174	1,500,000
Dept 91924 - REHAB 580 CATHERINE								
5300	CONTRACTUAL SERVICES	-	63,562	-	10,000	53,095	9,825	11,661
5700	CAPITAL OUTLAYS	-	24,074	-	-	16,974	1,836	-
Totals for dept 91924 - REHAB 580 CATHERINE		-	87,635	-	10,000	70,069	11,661	11,661
Dept 92011 - REHAB 1095 3RD								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	3,222	250,000	-	3,222	-	-
Totals for dept 92011 - REHAB 1095 3RD		-	3,222	250,000	-	3,222	-	-
Dept 92016 - ST MARY'S PARKING LOT								
5300	CONTRACTUAL SERVICES	-	16,524	-	-	16,025	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92016 - ST MARY'S PARKING LOT		-	16,524	-	-	16,025	-	-
Dept 92017 - MERCY HEALTH ARENA SIGN								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	32,946	-	52,359	32,946	59,315	59,315
Totals for dept 92017 - MERCY HEALTH ARENA SIGN		-	32,946	-	52,359	32,946	59,315	59,315
Dept 92021- MERCY HEALTH ARENA PROJECTS								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	78,929	-	-	29,284	-	-
Totals for dept 92021- MERCY HEALTH ARENA PROJECTS		-	78,929	-	-	29,284	-	-
Dept 92022- CORONAVIRUS ECONOMIC RELIEF								
5300	CONTRACTUAL SERVICES	-	865	-	-	190,149	1,005	-
5400	OTHER EXPENSES	-	33,360	-	-	132	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92022- CORONAVIRUS ECONOMIC RELIEF		-	34,225	-	-	190,281	1,005	-
Dept 92024- MARSH FIELD GARAGE								
5300	CONTRACTUAL SERVICES	-	22,749	37,000	58,346	-	43,202	69,423
5700	CAPITAL OUTLAYS	-	1,439	-	-	1,000	26,221	-
Totals for dept 92024- MARSH FIELD GARAGE		-	24,188	37,000	58,346	1,000	69,423	69,423
Dept 92026 - PAID PARKING KIOSK & COIN MACHINE								
5300	CONTRACTUAL SERVICES	-	153,870	-	-	-	9,778	40,116
5700	CAPITAL OUTLAYS	-	4,967	-	-	-	-	-
Totals for dept 92026 - PAID PARKING KIOSK & COIN MACHINE		-	158,837	-	-	-	9,778	40,116
Dept 92028 - CLERKS OFFICE REDESIGN								
5300	CONTRACTUAL SERVICES	-	2,060	-	22,000	-	11,726	-
5700	CAPITAL OUTLAYS	-	2,358	-	-	-	717	-
Totals for dept 92028 - CLERKS OFFICE REDESIGN		-	4,417	-	22,000	-	12,443	-
Dept 92029 - PM BATHHOUSE DISPLAY								
5300	CONTRACTUAL SERVICES	-	4,607	-	4,607	-	4,607	4,607
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92029 - PM BATHHOUSE DISPLAY		-	4,607	-	4,607	-	4,607	4,607
Dept 92030 - FEMA ELIGIBLE COVID19 EXPENSES								
5300	CONTRACTUAL SERVICES	-	22,000	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92030 - FEMA ELIGIBLE COVID19 EXPENSES		-	22,000	-	-	-	-	-
Dept 92031 - ELECTRIC CHARGING STATION								
5300	CONTRACTUAL SERVICES	-	37,960	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92031 - ELECTRIC CHARGING STATION		-	37,960	-	-	-	-	-
Dept 96040 - PERE MARQUETTE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 96040 PERE MARQUETTE		-	-	-	-	-	-	-
Dept 96051 - FIRE EQUIPMENT								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 96051 - FIRE EQUIPMENT		-	-	-	-	-	-	-
Dept 96053								
5400	OTHER EXPENSES	-	-	-	-	-	-	-
404-96053-5471	BAD DEBTS	-	-	-	-	-	-	-
Totals for dept 96053 -		-	-	-	-	-	-	-
Dept 96054 - PROPERTY ACQUISITION								
5100	SALARIES & BENEFITS	247	5,235	-	-	5,235	3,994	-
5300	CONTRACTUAL SERVICES	6,182	6,367	-	-	6,367	4,691	-
5700	CAPITAL OUTLAYS	13,572	18,780	-	-	18,780	11,508	-

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GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
Totals for dept 96054 - PROPERTY ACQUISITION		20,001	30,381	-	-	30,381	20,193	24,000
Dept 96059 - SIDEWALK PROGRAM								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Total for dept 96059 - SIDEWALK PROGRAM		-	-	-	-	-	-	-
TOTAL EXPENDITURES		3,672,248	6,844,844	2,714,324	3,101,332	4,220,079	2,590,529	2,926,455
NET OF REVENUES/EXPENDITURES - FUND 404		(939,432)	(1,759,924)	421,176	944,219	(1,265,443)	(292,795)	700,321
BEGINNING FUND BALANCE		1,098,023	158,591	(1,601,332)	(1,601,332)	158,591	(1,601,332)	(1,601,332)
ENDING FUND BALANCE		158,591	(1,601,332)	(1,180,156)	(657,113)	(1,106,852)	(1,894,127)	(901,011)

BUDGET REPORT FOR CITY OF MUSKEGON

CAPITAL FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION		2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
Fund 482 - STATE GRANTS								
ESTIMATED REVENUES								
Dept 00000								
482-00000-4300	FEDERAL GRANTS	77,287	-	-	-	-	-	12,400,000
482-00000-4400	STATE GRANTS	2,032,776	2,092,084	-	1,819,847	1,053,378	1,069,430	2,169,115
482-00000-4805	CONTRIBUTIONS	-	-	-	-	-	-	-
482-00000-4901	OP. TRANS FROM GENERAL FUND	-	10,000	-	-	-	-	-
482-00000-4970	INTEREST INCOME	-	-	1,200	1,200	-	-	-
Totals for dept 00000 -		2,110,063	2,102,084	1,200	1,821,047	1,053,378	1,069,430	14,569,115
TOTAL ESTIMATED REVENUES		2,110,063	2,102,084	1,200	1,821,047	1,053,378	1,069,430	14,569,115
Dept 91507 - EPA GRANT								
5300	CONTRACTUAL SERVICES	77,287	-	-	-	-	-	-
Totals for dept 91507 - EPA GRANT		77,287	-	-	-	-	-	-
Dept 91514 - PLACEMAKING GRANT								
5200	SUPPLIES	-	-	-	-	-	-	-
482-91514-5231	MICELLANEOUS MATERIALS & SUPPLIES	-	-	-	-	-	-	-
Totals for dept 91514 - PLACEMAKING GRANT		-	-	-	-	-	-	-
Dept 91714 - DEMO SMOKE STACKS WINDWARD PT								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91714 - DEMO SMOKE STACKS WINDWARD PT		-	-	-	-	-	-	-
Dept 91803 - MSHDA BLIGHT GRANT 2018								
5300	CONTRACTUAL SERVICES	129,559	-	-	-	-	-	-
Totals for dept 91803 - MSHDA BLIGHT GRANT 2018		129,559	-	-	-	-	-	-
Dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/								
5300	CONTRACTUAL SERVICES	-	24	-	-	15	19	-
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/		-	24	-	-	15	19	-
Dept 91908 - MDOC PROPERTY								
5300	CONTRACTUAL SERVICES	25,727	466,564	-	150,000	466,564	235,757	285,757
5700	CAPITAL OUTLAYS	1,734,869	-	-	-	-	-	-
5900	OTHER FINANCING USES	5,989	-	-	1,669,847	-	-	715,222
Total Dept 91908 - MDOC PROPERTY		1,766,585	466,564	-	1,819,847	466,564	235,757	1,000,979
Dept 91913 - WINDWARD POINTE GRANT								
5300	CONTRACTUAL SERVICES	136,632	1,523,337	-	-	989,904	1,168,136	1,168,136
Total Dept 91913 - WINDWARD POINTE GRANT		136,632	1,523,337	-	-	989,904	1,168,136	1,168,136
Dept 91925 - RENEW MICHIGAN GRANT								
5300	CONTRACTUAL SERVICES	-	38,685	-	-	38,685	4,733	4,733
Total Dept 91925 - RENEW MICHIGAN GRANT		-	38,685	-	-	38,685	4,733	4,733
Dept 92044 - EGLE GRANT 122 W MUSKEGON								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	3,214	6,214
Total Dept 92044 - EGLE GRANT 122 W MUSKEGON		-	-	-	-	-	3,214	6,214
Dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN								
5900	OTHER FINANCING USES	-	-	-	-	-	-	-
482-98140-5952	INTEREST EXPENSE - LOAN	780	394	-	-	394	-	-
482-98140-5962	PRINCIPAL EXP - LOAN	19,313	19,699	-	-	19,699	-	-
Totals for dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN		20,093	20,093	-	-	20,093	-	-
TOTAL EXPENDITURES		2,130,156	2,048,703	-	1,819,847	1,515,261	1,411,860	2,180,062
NET OF REVENUES/EXPENDITURES - FUND 482								
BEGINNING FUND BALANCE		(20,093)	53,380	1,200	1,200	(461,884)	(342,430)	12,389,053
ENDING FUND BALANCE		50,400	30,307	83,687	83,687	30,307	83,687	83,687
ENDING FUND BALANCE		30,307	83,687	84,887	84,887	(431,577)	(258,743)	12,472,740

**BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
590 - SEWAGE DISPOSAL SYSTEM								
ESTIMATED REVENUES								
Dept 00000								
590-00000-4400	STATE GRANTS	-		-	-			-
590-00000-4605	METERED SALES	7,876,584	8,121,564	9,205,875	9,432,670	5,608,523	5,813,928	8,700,000
590-00000-4619	MISC. SALES AND SERVICES	51,250	134,393	120,000	120,000	112,793	40,300	50,000
590-00000-4704	PENALTIES/INTEREST/FINES	160,576	125,199	160,000	145,000	125,350	118,562	145,000
590-00000-4800	MISC. & SUNDRY	2,173	-	2,000	2,000	-	3,590	4,000
590-00000-4802	REIMB.SERVICES RENDERED	8,246	9,445	7,000	7,000	6,678	7,258	8,000
590-00000-4818	RECOVERY OF BAD DEBT	-	-	-	-	-	-	-
590-00000-4961	BOND PROCEEDS	-	-	5,675,000	5,675,000	-	-	5,675,000
590-00000-4970	INTEREST INCOME	6,865	1,209	6,800	1,200	1,209	-	1,200
Totals for dept 00000 -		8,105,694	8,391,810	15,176,675	15,382,870	5,854,554	5,983,638	14,583,200
TOTAL ESTIMATED REVENUES		8,105,694	8,391,810	15,176,675	15,382,870	5,854,554	5,983,638	14,583,200
EXPENDITURES								
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS	-	-	-	74,609	-	53,714	74,609
Totals for dept 30203 - PENSION ADMINISTRATION		-	-	-	74,609	-	53,714	74,609
Dept 30548 - BOND INTEREST, INSURANCE & OTHER								
5300	CONTRACTUAL SERVICES	495,523	476,958	508,522	508,522	298,784	340,713	508,522
5400	OTHER EXPENSES	-	-	7,500	7,500	-	-	7,500
5900	OTHER FINANCING USES	459,110	526,670	57,500	57,500	348,806	4,094	57,500
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		954,633	1,003,628	573,522	573,522	647,590	344,808	573,522
Dept 60550 - STORM WATER MANAGEMENT								
5300	CONTRACTUAL SERVICES	-	4,137	-	-	4,137	-	-
Totals for dept 60550 - STORM WATER MANAGEMENT		-	4,137	-	-	4,137	-	-
Dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT								
5300	CONTRACTUAL SERVICES	6,587,735	6,978,294	6,600,000	6,600,000	4,498,000	3,623,145	5,300,000
Totals for dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT		6,587,735	6,978,294	6,600,000	6,600,000	4,498,000	3,623,145	5,300,000
Dept 60559 - WATER & SEWER MAINTENANCE								
5100	SALARIES & BENEFITS	839,559	1,038,763	838,519	828,385	635,504	620,926	828,385
5200	SUPPLIES	100,237	110,572	116,450	116,450	76,268	83,072	116,450
5300	CONTRACTUAL SERVICES	566,138	676,611	555,815	555,815	553,104	358,488	565,610
5400	OTHER EXPENSES	36,245	12,543	33,000	33,000	3,903	39,280	39,280
5700	CAPITAL OUTLAYS	30	3,548	18,100	46,100	1,609	32,257	46,100
Totals for dept 60559 - WATER & SEWER MAINTENANCE		1,542,209	1,842,037	1,561,884	1,579,750	1,270,389	1,134,022	1,595,825
Dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA		-	-	-	-	-	-	-
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON								
5300	CONTRACTUAL SERVICES	492	-	-	-	-	-	-
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		492	-	-	-	-	-	-
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD		-	-	-	-	-	-	-
Dept 91806 - BEIDLER & MADISON S2 PROJECTS								
5300	CONTRACTUAL SERVICES	112,147	-	-	-	-	-	-
Totals for dept 91806 - BEIDLER & MADISON S2 PROJECT		112,147	-	-	-	-	-	-
Dept 91826 - SRF SEWER UPGRADES								
5300	CONTRACTUAL SERVICES	-	5,971	-	2,500	2,828	1,352	2,500
Totals for dept 91826 - SRF SEWER UPGRADES		-	5,971	-	2,500	2,828	1,352	2,500
Dept 91828 - LIFT STATION REPAIRS/UPGRADES								
5300	CONTRACTUAL SERVICES	-	30,443	-	-	-	-	-
Totals for dept 91828 - LIFT STATION REPAIRS/UPGRADES		-	30,443	-	-	-	-	-
Dept 91830 - SRF PROJECT 2018								
5300	CONTRACTUAL SERVICES	2,005	39,847	-	-	83,347	-	-
Totals for dept 91830 - SRF PROJECT 2018		2,005	39,847	-	-	83,347	-	-
Dept 91831 - REMEMBRANCE DRIV EXTENSION								
5300	CONTRACTUAL SERVICES	152,964	-	-	-	-	-	-
Totals for dept 91831 - REMEMBRANCE DR EXTENSION		152,964	-	-	-	-	-	-
Dept 91849 - LIFT STATION REPAIRS/ UPGRADES 18-19								
5300	CONTRACTUAL SERVICES	17,126	-	-	-	-	-	-
Totals for dept 91849 - LIFT STATION REPAIRS/ UPGRADES 18-19		17,126	-	-	-	-	-	-
Dept 91850 - BOURDON & ADDISON ALLEY SEWER								
5300	CONTRACTUAL SERVICES	8,895	599	99,000	99,000	599	59,217	99,000
Totals for dept 91850 - BOURDON & ADDISON ALLEY SEWER		8,895	599	99,000	99,000	599	59,217	99,000
Dept 91851 - SPRING STREET TRUCK SEWER								
5300	CONTRACTUAL SERVICES	84,148	25,532	2,257,288	2,251,756	18,454	892,198	2,251,756
Totals for dept 91851 - SPRING STREET TRUCK SEWER		84,148	25,532	2,257,288	2,251,756	18,454	892,198	2,251,756
Dept 91852 - 9TH STREET SEWER REROUTE								
5300	CONTRACTUAL SERVICES	115,078	1,228,865	212,753	1,266,643	316,703	964,549	1,266,643
Totals for dept 91852 - 9TH STREET SEWER REROUTE		115,078	1,228,865	212,753	1,266,643	316,703	964,549	1,266,643
Dept 91853 - GETTY LIFT STATION FORCEMAIN								
5300	CONTRACTUAL SERVICES	9,869	736	9,000	89,264	736	70,999	89,264
Totals for dept 91853 - GETTY LIFT STATION FORCEMAIN		9,869	736	9,000	89,264	736	70,999	89,264
Dept 91854 - BEIDLER TRUNK SEWER								
5300	CONTRACTUAL SERVICES	246,033	2,235,601	2,088,116	2,971,563	45,354	2,532,305	2,971,563
Totals for dept 91854 - BEIDLER TRUNK SEWER		246,033	2,235,601	2,088,116	2,971,563	45,354	2,532,305	2,971,563
Dept 91855 - GLENSIDE NEIGHBORHOOD								
5300	CONTRACTUAL SERVICES	61,010	47,704	1,010,260	968,556	5,399	941,719	968,556

BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSE	2020-21 3rd QUARTER REFORECAST
Totals for dept 91855 - GLENSIDE NEIGHBORHOOD		61,010	47,704	1,010,260	968,556	5,399	941,719	968,556
Dept 91856 - PECK & SANDFORD								
5300	CONTRACTUAL SERVICES	99,402	338,067	670,449	1,002,832	10,240	966,582	1,002,832
Totals for dept 91856 - PECK & SANDFORD		99,402	338,067	670,449	1,002,832	10,240	966,582	1,002,832
Dept 91857 - INDUSTRIAL PARK/ MERCY SANITARY SEWER STU								
5300	CONTRACTUAL SERVICES	9,809	-	-	-	-	-	-
Totals for dept 91857 - INDUSTRIAL PARK/ MERCY SANITARY SEWER STU		9,809	-	-	-	-	-	-
Dept 92003 - MICHIGAN & FRANKLIN								
5700	CAPITAL OUTLAYS	-	-	50,000	50,000	-	-	50,000
Totals for dept 92003 - MICHIGAN & FRANKLIN		-	-	50,000	50,000	-	-	50,000
Dept 92009 - AMITY ST - FORK TO GETTY								
5300	CONTRACTUAL SERVICES	-	177,151	1,500,000	1,500,000	54,975	38,891	1,500,000
Totals for dept 92009 - AMITY ST - FORK TO GETTY		-	177,151	1,500,000	1,500,000	54,975	38,891	1,500,000
Dept 92010 - PECK ST - LAKETON TO MERRILL								
5300	CONTRACTUAL SERVICES	-	110,609	800,000	800,000	55,799	21,078	800,000
Totals for dept 92010 - PECK ST - LAKETON TO MERRILL		-	110,609	800,000	800,000	55,799	21,078	800,000
Dept 92018 - LIFT REPAIRS APPLE/HARBOURTOWNE								
5300	CONTRACTUAL SERVICES	-	40,608	-	-	40,608	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals Dept 92018 - LIFT REPAIRS APPLE/HARBOURTOWNE		-	40,608	-	-	40,608	-	-
Dept 92027 - 2020-21 DWRF AND SRF								
5300	CONTRACTUAL SERVICES	-	1,149	-	-	-	58,198	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals Dept 92027 - 2020-21 DWRF AND SRF		-	1,149	-	-	-	58,198	-
Dept 92046 - 3RD/4TH ALLEY RECONSTRUCTION								
5300	CONTRACTUAL SERVICES	-	-	-	25,000	-	-	-
Totals Dept 92046 - 3RD/4TH ALLEY RECONSTRUCTION		-	-	-	25,000	-	-	-
Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	-	256	-	-	125	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals Dept 99012 - GIS TRAINING		-	256	-	-	125	-	-
Dept SANFORD (APPLE TO LAKETON) UNASSIGNED								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for SANFORD (APPLE TO LAKETON) UNASSIGNED		-	-	-	-	-	-	-
Dept - GLENSIDE SRF PHASE 2 UNASSIGNED								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for GLENSIDE SRF PHASE 2 UNASSIGNED		-	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5100	SALARIES & BENEFITS	-	5,971	-	-	-	-	-
5700	CAPITAL OUTLAYS	(919,684)	(4,283,137)	-	-	(16,333)	-	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(919,684)	(4,283,137)	-	-	(16,333)	-	-
TOTAL EXPENDITURES		9,083,871	9,834,067	17,432,272	19,854,995	7,038,950	11,702,777	18,546,070
NET OF REVENUES/EXPENDITURES - FUND 590		(978,177)	(1,442,257)	(2,255,597)	(4,472,125)	(1,184,396)	(5,719,140)	(3,962,870)
BEGINNING NET POSITION		12,771,208	11,793,031	10,350,774	10,350,774	11,793,031	10,350,774	10,350,774
ENDING NET POSITION		11,793,031	10,350,774	8,095,177	5,878,649	10,608,635	4,631,635	6,387,904

**BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 591 - WATER SUPPLY SYSTEM								
ESTIMATED REVENUES								
Dept 00000								
591-00000-4400	STATE GRANTS	510,533	94,462	-	-	94,462	-	-
591-00000-4605	METERED SALES	3,189,084	3,177,356	3,521,000	3,521,000	2,224,515	2,830,034	4,000,000
591-00000-4616	WHOLESALE WATER	4,123,236	4,624,428	5,244,400	5,244,400	3,255,550	3,285,840	4,200,000
591-00000-4618	LEAD REPLACEMENT FEE	-	-	780,000	750,000	-	-	-
591-00000-4619	MISC. SALES AND SERVICES	101,881	181,004	170,000	170,000	152,423	57,860	70,000
591-00000-4652	TOWNSHIP MAINTENANCE CONTRACT	233,934	69,627	200,000	200,000	39,733	35,679	44,000
591-00000-4661	LEASE/RENTAL	191,609	175,251	180,000	180,000	56,960	117,666	180,000
591-00000-4704	PENALTIES/INTEREST/FINES	62,884	47,954	64,000	64,000	48,054	59,347	75,000
591-00000-4800	MISC. & SUNDRY	12,511	-	10,000	10,000	6,359	6,662	10,000
591-00000-4802	REIMB-SERVICES RENDERED	31,844	8,335	30,000	30,000	23,298	16,283	20,000
591-00000-4805	CONTRIBUTIONS	-	29,385	-	-	-	-	-
591-00000-4818	RECOVERY OF BAD DEBT	-	-	-	-	-	-	-
591-00000-4961	LOAN PROCEEDS	-	-	-	-	-	-	-
591-00000-4970	INTEREST INCOME	14,897	6,757	15,000	15,000	4,826	4,362	6,000
Totals for dept 00000 -		8,472,413	8,414,562	10,214,400	10,184,400	5,906,180	6,413,732	8,605,000
TOTAL ESTIMATED REVENUES		8,472,413	8,414,562	10,214,400	10,184,400	5,906,180	6,413,732	8,605,000
EXPENDITURES								
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS	-	-	-	147,769	-	106,385	147,769
Totals for dept 30203 - PENSION ADMINISTRATION		-	-	-	147,769	-	106,385	147,769
Dept 30548 - BOND INTEREST, INSURANCE & OTHER								
5300	CONTRACTUAL SERVICES	1,007,771	989,718	1,027,845	1,027,845	666,899	761,476	1,027,845
5400	OTHER EXPENSES	-	263	10,000	10,000	-	-	10,000
5900	OTHER FINANCING USES	2,001,768	2,006,516	885,925	885,925	1,512,667	105,165	885,925
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		3,009,539	2,995,971	1,923,770	1,923,770	2,179,566	866,641	1,923,770
Dept 60555 - LEAD SERVICE LINE								
5100	SALARIES & BENEFITS	-	-	-	150,000	-	107,814	150,000
5200	SUPPLIES	-	-	-	50,000	-	62,812	80,000
5300	CONTRACTUAL SERVICES	-	-	-	550,000	-	205,267	520,000
5400	OTHER EXPENSES	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 60555 - LEAD SERVICE LINE		-	-	-	750,000	-	375,893	750,000
Dept 60558 - WATER SUPPLY & FILTRATION								
5100	SALARIES & BENEFITS	1,117,180	1,399,837	1,093,151	1,079,629	831,670	798,271	1,079,629
5200	SUPPLIES	365,837	324,098	367,900	367,900	198,571	180,727	324,000
5300	CONTRACTUAL SERVICES	794,683	750,614	1,001,383	1,001,383	575,074	535,100	750,000
5400	OTHER EXPENSES	3,138	11,396	6,500	6,500	3,358	7,210	9,000
5700	CAPITAL OUTLAYS	68,862	173,297	170,500	170,500	113,616	150,499	180,000
Totals for dept 60558 - WATER SUPPLY & FILTRATION		2,349,699	2,659,242	2,639,434	2,625,912	1,722,288	1,671,806	2,342,629
Dept 60559 - WATER & SEWER MAINTENANCE								
5100	SALARIES & BENEFITS	1,314,957	1,684,366	1,407,449	1,390,812	1,051,139	956,233	1,290,850
5200	SUPPLIES	267,622	290,082	295,450	295,450	210,848	192,076	292,560
5300	CONTRACTUAL SERVICES	507,751	549,329	615,744	615,744	432,525	305,064	531,544
5400	OTHER EXPENSES	107,987	136,314	150,000	150,000	87,619	96,590	180,000
5700	CAPITAL OUTLAYS	8,767	16,843	18,000	18,000	15,692	31,370	44,000
Totals for dept 60559 - WATER & SEWER MAINTENANCE		2,207,084	2,676,935	2,486,643	2,470,006	1,797,824	1,581,333	2,338,954
Dept 60660 - WATER & SEWER MAINTENANCE-TWP								
5100	SALARIES & BENEFITS	46,455	33,801	48,630	48,165	32,041	13,925	48,165
5200	SUPPLIES	7,317	2,074	-	-	2,074	1,624	1,800
5300	CONTRACTUAL SERVICES	50,408	41,898	43,000	43,000	35,516	24,914	40,000
5400	OTHER EXPENSES	-	-	-	-	-	-	-
Totals for dept 60660 - WATER & SEWER MAINTENANCE-TWP		104,181	77,774	91,630	91,165	69,631	40,463	89,965
Dept 90000								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 90000 -		-	-	-	-	-	-	-
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON								
5300	CONTRACTUAL SERVICES	23,073	-	-	-	-	-	-
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		23,073	-	-	-	-	-	-
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD		-	-	-	-	-	-	-
Dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE		-	-	-	-	-	-	-
Dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U		-	-	-	-	-	-	-
Dept 91710 - WATER ASSET MANAGEMENT								
5300	CONTRACTUAL SERVICES	585	-	-	-	-	-	-
Totals for dept 91710 - WATER ASSET MANAGEMENT		585	-	-	-	-	-	-
Dept 91711 - LAKESHORE DR, MCCracken TO LAKETON								
5300	CONTRACTUAL SERVICES	1,235,433	880,313	-	19,687	787,204	1,851	150,000
Totals for dept 91711 - LAKESHORE DR, MCCracken TO LAKETON		1,235,433	880,313	-	19,687	787,204	1,851	150,000
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	-	-	-	-	-	-	-
Totals for dept 91722 - DEVELOP ASSET MANAGEMENT PLAN		-	-	-	-	-	-	-
Dept 91813 - REHAB 1290 WOOD								
5300	CONTRACTUAL SERVICES	8,633	-	-	-	-	-	-
Totals for dept 91813 - REHAB 1290 WOOD		8,633	-	-	-	-	-	-

BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Dept 91825 - PLC UPGRADES AT FILTRATION								
5300	CONTRACTUAL SERVICES	145,444	13,680	-	-	13,680	-	-
Totals for dept 91825 - PLC UPGRADES AT FILTRATION		145,444	13,680	-	-	13,680	-	-
Dept 91831 - REMEMBRANCE DR EXTENSION								
5300	CONTRACTUAL SERVICES	105,480	-	-	-	-	-	-
Totals for dept 91831 - REMEMBRANCE DR EXTENSION		105,480	-	-	-	-	-	-
Dept 91838 - POLIT GRANT - WATER SYSTEM INVENTORY								
5200	SUPPLIES	-	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	517,223	61,495	-	-	61,035	-	-
Totals for dept 91838 - PILOT GRANT WATER SYSTEM INVENTORY		517,223	61,495	-	-	61,035	-	-
Dept 91843 - 3RD ST.								
5300	CONTRACTUAL SERVICES	-	331,691	-	-	318,120	-	-
Totals for dept 91843 - 3RD ST.		-	331,691	-	-	318,120	-	-
Dept 91845 - SCAD MIGRATION PROJECT								
5700	CAPITAL OUTLAYS	-	8,135	-	-	2,794	-	-
Totals for dept 91845 - SCAD MIGRATION PROJECT		-	8,135	-	-	2,794	-	-
Dept 91846 - FILTRATION PLANT WELLS								
5700	CAPITAL OUTLAYS	664,930	-	-	-	-	-	-
Totals for dept 91846 - FILTRATION PLANT WELLS		664,930	-	-	-	-	-	-
Dept 91847 - FRUITPORT GENERATOR TIE-IN								
5700	CAPITAL OUTLAYS	6,461	71,149	-	-	10,800	-	-
Totals for dept 91847 - FRUITPORT GENERATOR TIE-IN		6,461	71,149	-	-	10,800	-	-
Dept 91848 - OLD FILTER GALLERY ROOF								
5700	CAPITAL OUTLAYS	239,687	-	-	-	-	-	-
Totals for dept 91848 - OLD FILTER GALLERY ROOF		239,687	-	-	-	-	-	-
Dept 91851 - SPRING STREET TRUNK SEWER REROUTE								
5300	CONTRACTUAL SERVICES	8,248	-	1,001,020	1,001,020	-	679,838	1,001,020
Totals for dept 91851 - SPRING STREET TRUNK SEWER REROUTE		8,248	-	1,001,020	1,001,020	-	679,838	1,001,020
Dept 91854 - BEIDLER TRUNK SEWER								
5300	CONTRACTUAL SERVICES	-	415,664	409,650	608,462	-	451,492	608,462
Totals for dept 91854 - BEIDLER TRUNK SEWER		-	415,664	409,650	608,462	-	451,492	608,462
Dept 91855 - WESTWOOD/GLENSIDE								
5300	CONTRACTUAL SERVICES	-	-	443,758	438,105	-	354,445	438,105
Totals for dept 91854 - WESTWOOD/GLENSIDE		-	-	443,758	438,105	-	354,445	438,105
Dept 91856 - JEFFERSON/STRONG								
5300	CONTRACTUAL SERVICES	-	4,068	37,297	70,527	-	45,184	70,527
Totals for dept 91856 - JEFFERSON/STRONG		-	4,068	37,297	70,527	-	45,184	70,527
Dept 91903 - DWRF PROJECT PLANS SECOND CHANCE								
5300	CONTRACTUAL SERVICES	25,059	19,528	-	-	49,153	-	-
Totals for dept 91903 - DWRF PROJECT PLANS SECOND CHANCE		25,059	19,528	-	-	49,153	-	-
Dept 91910 - RAPID MIXER								
5700	CAPITAL OUTLAYS	22,865	-	-	-	-	-	-
Totals for dept 91910 - RAPID MIXER		22,865	-	-	-	-	-	-
Dept 91911 - MARSH & WALTON PROJECT								
5300	CONTRACTUAL SERVICES	33,865	-	-	-	-	-	-
Totals for dept 91911 -MARSH & WALTON PROJECT		33,865	-	-	-	-	-	-
Dept 91912 - BUBBLER PANELS								
5700	CAPITAL OUTLAYS	62,239	-	-	-	-	-	-
Totals for dept 91912 - BUBBLER PANELS		62,239	-	-	-	-	-	-
Dept 91916 - FENCE REPLACEMENT WATER TANKS								
5300	CONTRACTUAL SERVICES	62,948	-	-	-	-	-	-
Totals for dept 91916 - FENCE REPLACEMENT WATER TANKS		62,948	-	-	-	-	-	-
Dept 91917 - BEACH ST.								
5300	CONTRACTUAL SERVICES	-	25,472	600,000	700,000	23,338	197,875	700,000
Totals for dept 91917 - BEACH ST.		-	25,472	600,000	700,000	23,338	197,875	700,000
Dept 91918 - ELECTRICAL UPGRADE FILTRATION 19								
5700	CAPITAL OUTLAYS	-	4,236	-	5,000	4,236	-	-
Totals for dept 91918 - ELECTRICAL UPGRADE FILTRATION 19		-	4,236	-	5,000	4,236	-	-
Dept 92002 - PECK STREET - APPLE TO STRONG								
5700	CAPITAL OUTLAYS	-	4,146	300,000	300,000	289	4,158	5,000
Totals for dept 92002 - PECK STREET - APPLE TO STRONG		-	4,146	300,000	300,000	289	4,158	5,000
Dept 92003 - MICHIGAN & FRANKLIN								
5700	CAPITAL OUTLAYS	-	-	50,000	50,000	-	-	50,000
Totals for dept 92003 - MICHIGAN & FRANKLIN		-	-	50,000	50,000	-	-	50,000
Dept 92005- COMMUNICATIONS TOWERS								
5700	CAPITAL OUTLAYS	-	61,969	-	-	61,969	-	-
Totals for dept 92005 - COMMUNICATIONS TOWERS		-	61,969	-	-	61,969	-	-
Dept 92007- HARVEY RESERVOIR IMPROVEMENTS								
5700	CAPITAL OUTLAYS	-	23,894	1,040,000	1,040,000	4,314	-	1,040,000
Totals for dept 92007- HARVEY RESERVOIR IMPROVEMENTS		-	23,894	1,040,000	1,040,000	4,314	-	1,040,000
Dept 92008- FILTRATION PLANT ROOFING & WINDOWS								
5700	CAPITAL OUTLAYS	-	11,651	960,000	960,000	4,071	4,740	960,000
Totals for dept 92008- FILTRATION PLANT ROOFING & WINDOWS		-	11,651	960,000	960,000	4,071	4,740	960,000
Dept 92009- AMITY ST-FORK TO GETTY								
5300	CONTRACTUAL SERVICES	-	5,653	1,250,000	1,250,000	-	24,534	1,250,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92009- AMITY ST-FORK TO GETTY		-	5,653	1,250,000	1,250,000	-	24,534	1,250,000
Dept 92010- PECK STREET (MERRILL TO LAKETON)								

BUDGET REPORT FOR CITY OF MUSKEGON
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5300	CONTRACTUAL SERVICES		39,348	700,000	700,000	-	-	700,000
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92009- AMITY ST-FORK TO GETTY		-	39,348	700,000	700,000	-	-	700,000
Dept 92027 - 2020-21 DWRF AND SRF								
5300	CONTRACTUAL SERVICES		1,103			-	54,597	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept 92027 - 2020-21 DWRF AND SRF		-	1,103	-	-	-	54,597	-
Dept 92037- MONROE, 4TH TO 3RD								
5300	CONTRACTUAL SERVICES				100,000.00	-	3,032	5,000
		-	-	-	-	-	-	-
Totals for dept 92037 - MONROE, 4TH TO 3RD		-	-	-	100,000	-	3,032	5,000
Dept - (APPLE TO LAKESHORE)UNASSIGNED								
5700	CAPITAL OUTLAYS	-	-	25,000	25,000	-	-	-
Totals for dept - APPLE TO LAKESORE		-	-	25,000	25,000	-	-	-
Dept - HOUSTON(9TH TO 3RD)UNASSIGNED								
5700	CAPITAL OUTLAYS	-	-	25,000	25,000	-	-	-
Totals for dept - HOUSTON (9TH TO 3RD)		-	-	25,000	25,000	-	-	-
Dept - GLENSIDE SRF PHASE 2 UNASSIGNED								
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-
Totals for dept - GLENSIDE SRF PHASE 2		-	-	-	-	-	-	-
Dept - WATER SERVICE REPLACEMENT UNASSIGNED								
5700	CAPITAL OUTLAYS	-	-	750,000	60,555	-	-	-
Totals for dept - WATER SERVICE REPLACEMENT UNASSIGNED		-	-	750,000	60,555	-	-	-
Dept 92034 - WATER FILTRATION-WMRWA UNASSIGN								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	44,324	-
5700	CAPITAL OUTLAYS	-	-	500,000	500,000	-	10,002	500,000
Totals for dept 92034 - WATER FILTRATION-WMRWA UNASSIGN		-	-	500,000	500,000	-	54,326	500,000
Dept - WATER FILTRATION-WMRWA INELIGIBLE								
5300	CONTRACTUAL SERVICES						17,462	
5700	CAPITAL OUTLAYS	-	-	405,000	405,000	-	11,374	405,000
Totals for dept - WATER FILTRATION-WMRWA UNASSIGN		-	-	405,000	405,000	-	28,836	405,000
Dept 96060 - RECORD MAINTENANCE AND UPDATING								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 96060 - RECORD MAINTENANCE AND UPDATING		-	-	-	-	-	-	-
Dept 98125								
5700	CAPITAL OUTLAYS	-	-	-	-	-	49	-
Totals for dept 98125		-	-	-	-	-	49	-
Dept 99012 - GIS TRAINING								
5300	CONTRACTUAL SERVICES	3,202	9,959	-	10,000	8,740	12,749	13,000
Totals for dept 99012 - GIS TRAINING		3,202	9,959	-	10,000	8,740	12,749	13,000
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	(3,161,588)	(2,022,777)	-	-	-	-	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(3,161,588)	(2,022,777)	-	-	-	-	-
TOTAL EXPENDITURES		7,674,290	8,380,297	15,638,202	16,276,978	7,119,051	6,560,229	15,489,201
NET OF REVENUES/EXPENDITURES - FUND 591		798,123	34,265	(5,423,802)	(6,092,578)	(1,212,871)	(146,497)	(6,884,201)
BEGINNING NET POSITION		30,049,056	30,847,179	30,881,444	30,881,444	30,847,179	30,881,444	30,881,444
ENDING ENDING NET POSITION		30,847,179	30,881,444	25,457,642	24,788,866	29,634,308	30,734,947	23,997,243

BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	Mar 31, 2020 ACTUAL EXPENSE	Mar 31, 2021 ACTUAL EXPENSES	2020-21 3rd QUARTER REFORECAST
Fund 594 - MARINA AND LAUNCH RAMP								
ESTIMATED REVENUES								
Dept 00000								
594-00000-4300	FEDERAL GRANTS	-	-	-	-	-	-	-
594-00000-4400	STATE GRANTS	-	-	-	27,500	-	33,794	33,794
594-00000-4609	ICE SALES	1,448	-	-	-	-	-	-
594-00000-4618	DRY STORAGE	-	-	-	-	-	-	-
594-00000-4626	LARGE BASIN FEES	163,462	(6,419)	220,000	150,000	(5,669)	-	170,000
594-00000-4627	SMALL BASIN FEES	26,562	(1,480)	-	-	(1,480)	(530)	-
594-00000-4628	MOORING FEES	14,610	1,477	-	-	1,177	5,833	-
594-00000-4629	TRANSIENT FEES	18,334	12,243	-	-	11,873	-	-
594-00000-4630	LAUNCH RAMP	72,002	66,922	-	60,000	55,487	38,025	60,000
594-00000-4677	RENT	-	-	-	-	-	-	-
594-00000-4678	HARBOUR TOWNE SLIP RENTAL	-	-	-	-	-	-	-
594-00000-4754	TRAFFIC FINES & FEES	-	-	-	-	-	-	-
594-00000-4800	MISC. & SUNDRY	684	1,005	-	-	1,915	-	-
594-00000-4802	REIMB-SERVICES RENDERED	1,261	910	-	-	-	-	-
594-00000-4970	INTEREST INCOME	2,301	1,215	2,500	2,500	1,044	42	2,500
Totals for dept 00000 -		300,663	75,874	222,500	240,000	64,348	77,165	266,294
TOTAL ESTIMATED REVENUES		300,663	75,874	222,500	240,000	64,348	77,165	266,294
EXPENDITURES								
Dept 70756 - MUNICIPAL MARINA								
5100	SALARIES & BENEFITS	41,388	53,673	44,964	44,964	41,093	22,215	44,964
5200	SUPPLIES	26,353	20,709	18,700	18,700	17,339	1,100	18,700
5300	CONTRACTUAL SERVICES	231,327	295,726	235,794	135,000	230,847	110,772	193,919
5400	OTHER EXPENSES	218	410	5,000	5,000	410	-	500
5700	CAPITAL OUTLAYS	15,580	37,076	26,300	126,300	30,742	92,083	130,500
5900	OTHER FINANCING USES	106,040	106,040	-	-	79,530	-	-
Totals for dept 70756 - MUNICIPAL MARINA		420,906	513,633	330,758	329,964	399,961	226,171	388,583
Dept 70759 - LAUNCH RAMPS								
5100	SALARIES & BENEFITS	-	6,491	3,000	3,000	2,677	7,555	9,000
5200	SUPPLIES	1,449	934	1,500	1,500	277	2,412	3,700
5300	CONTRACTUAL SERVICES	7,231	7,265	7,000	7,000	2,786	7,099	9,500
Totals for dept 70759 - LAUNCH RAMPS		8,680	14,690	11,500	11,500	5,740	17,066	22,200
Dept 90028								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 90028 -		-	-	-	-	-	-	-
Dept 91809 - DOCKS & BUILDING UPGRADE MARINA								
5300	CONTRACTUAL SERVICES	33,904	-	-	-	-	-	-
Totals for dept 91809 - DOCKS & BUILDING UPGRADE MARINA		33,904	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-
5700	CAPITAL OUTLAYS	(33,904)	-	-	-	-	-	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(33,904)	-	-	-	-	-	-
TOTAL EXPENDITURES		429,586	528,323	342,258	341,464	405,701	243,237	410,783
NET OF REVENUES/EXPENDITURES - FUND 594		(128,923)	(452,449)	(119,758)	(101,464)	(341,354)	(166,073)	(144,489)
BEGINNING NET POSITION		1,665,799	1,536,876	1,084,426	1,084,426	1,536,876	1,084,426	1,084,426
ENDING NET POSITION		1,536,876	1,084,426	964,668	982,962	1,195,522	918,354	939,937

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MAR 31, 2020 ACTUAL EXPENSE	MAR 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
642 - PUBLIC SERVICE BUILDING								
ESTIMATED REVENUES								
Dept 00000								
642-00000-4677	RENT	1,049,134	1,049,134	1,105,619	1,105,619	786,850	829,214	1,105,619
642-00000-4800	MISC. & SUNDRY	520		-	-			-
642-00000-4901	OP. TRANSFER FROM GF							200,000
642-00000-4970	INTEREST INCOME	3,046	2,788	-	-	2,170	910	-
Totals for dept 00000 -		1,052,700	1,051,922	1,105,619	1,105,619	789,020	830,124	1,305,619
TOTAL ESTIMATED REVENUES		1,052,700	1,051,922	1,105,619	1,105,619	789,020	830,124	1,305,619
EXPENDITURES								
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS				147,769	-	227,807	316,424
Totals for dept 30203 - PENSION ADMINISTRATION		-	-	-	147,769	-	227,807	316,424
Dept 60442 - PUBLIC SERVICE BUILDING								
5100	SALARIES & BENEFITS	787,599	1,049,688	695,422	687,379	571,148	438,780	588,000
5200	SUPPLIES	26,780	58,406	38,900	38,900	38,620	32,125	38,900
5300	CONTRACTUAL SERVICES	300,762	304,014	309,883	309,883	190,621	215,314	309,883
5400	OTHER EXPENSES	229	65	3,000	3,000	65	-	3,000
5700	CAPITAL OUTLAYS	52,998	38,624	54,000	54,000	33,023	30,236	54,000
5900	OTHER FINANCING USES	45,139	43,170	-	-	32,397	-	-
Totals for dept 60442 - PUBLIC SERVICE BUILDING		1,213,507	1,493,967	1,101,205	1,093,162	865,875	716,454	993,783
Dept 60895 - INVENTORY								
5300	CONTRACTUAL SERVICES	-	290	-	-	290	-	-
5400	OTHER EXPENSES	(9,981)	(6,608)	-	-	(4,246)	(95,682)	-
Totals for dept 60895 - INVENTORY		(9,981)	(6,318)	-	-	(3,956)	(95,682)	-
Dept 90113 - PUBLIC SERVICE BUILDING ROOF								
5300	CONTRACTUAL SERVICES	-	108,881	-	-	48,000	-	-
Totals for dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT		-	108,881	-	-	48,000	-	-
Dept 97019								
5300	CONTRACTUAL SERVICES	4,060		-	-			-
Totals for dept 97019		4,060	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS		(108,881)			-	-	
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		-	(108,881)	-	-	-	-	-
TOTAL EXPENDITURES		1,207,586	1,487,648	1,101,205	1,240,931	909,918	848,579	1,310,207
NET OF REVENUES/EXPENDITURES - FUND 642		(154,886)	(435,727)	4,414	(135,312)	(120,898)	(18,455)	(4,588)
BEGINNING NET POSITION		778,114	623,228	187,501	187,501	623,228	187,501	187,501
ENDING NET POSITION		623,228	187,501	191,915	52,189	502,330	169,046	182,913

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INTERNAL SERVICE FUNDS 3RD QUARTER REFORECAST

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Fund 643 - ENGINEERING SERVICES								
ESTIMATED REVENUES								
Dept 00000								
643-00000-4200	LICENSE AND PERMIT MISC.	3,728	315	-	-	315	215	-
643-00000-4653	ENGINEERING FEES	25,279	30,138	35,000	35,000	27,834	19,128	35,000
643-00000-4680	INTERDEPT.ENGINEERING FEES	403,437	276,605	450,000	450,000	169,494	242,227	460,000
643-00000-4901	OPERATING TRANSFER FROM GENERAL FUND	-	20,000	-	-	-	-	50,000
643-00000-4970	INTEREST INCOME	212	125	50	50	125	3	50
Totals for dept 00000 -		432,655	327,183	485,050	485,050	197,768	261,573	545,050
TOTAL ESTIMATED REVENUES		432,655	327,183	485,050	485,050	197,768	261,573	545,050
EXPENDITURES								
Dept 60447 - ENGINEERING								
5100	SALARIES & BENEFITS	298,170	301,415	335,055	332,333	202,835	218,501	332,333
5200	SUPPLIES	8,121	7,929	5,350	5,350	7,603	1,620	2,000
5300	CONTRACTUAL SERVICES	64,829	81,396	129,461	129,461	59,240	90,662	129,461
5400	OTHER EXPENSES	1,212	533	5,000	5,000	891	2,242	2,500
5700	CAPITAL OUTLAYS	19,889	43,413	17,000	17,000	43,413	13,836	15,000
5900	OTHER FINANCING USES		2,291			1,666	-	
Totals for dept 60447 - ENGINEERING		392,221	436,977	491,866	489,144	315,647	326,861	481,294
Dept 91607 - RP DAWES, GREENWICH TO BROADWAY								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91607 - RP DAWES, GREENWICH TO BROADWAY		-	-	-	-	-	-	-
Dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT								
5300	CONTRACTUAL SERVICES	-	-	-	-	-	-	-
Totals for dept 91611 - RP WESTLAND, BROADWAY TO SUMMIT		-	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	-	(24,991)	-	-	(24,991)	-	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		-	(24,991)	-	-	(24,991)	-	-
TOTAL EXPENDITURES		392,221	411,986	491,866	532,586	290,656	358,136	524,736
NET OF REVENUES/EXPENDITURES - FUND 643		40,434	(84,803)	(6,816)	(47,536)	(92,888)	(96,563)	20,314
BEGINNING NET POSITION		30,513	70,947	(13,856)	(13,856)	70,947	(13,856)	(13,856)
ENDING NET POSITION		70,947	(13,856)	(20,672)	(61,392)	(21,941)	(110,419)	6,458

BUDGET REPORT FOR CITY OF MUSKEGON

INTERNAL SERVICE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MAR 31, 2020 ACTUAL EXPENSE	MAR 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
Fund 661 - EQUIPMENT								
ESTIMATED REVENUES								
Dept 00000								
661-00000-4652	SALES & SERVICE	-	-	-	-	-	-	-
661-00000-4654	METERED SALES-FUEL	15,276	15,684	13,500	13,500	13,412	6,561	8,000
661-00000-4662	EQUIPMENT RENTAL BY DEPTS.	2,665,596	2,364,948	2,800,000	2,800,000	1,910,429	1,648,603	2,200,000
661-00000-4800	MISC. & SUNDRY	17,642	58,245	45,000	45,000	46,156	11,337	15,000
661-00000-4802	REIMB:SERVICES RENDERED	18,233	10,790	17,000	17,000	9,548	1,818	2,500
661-00000-4902	OP. TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-
661-00000-4970	INTEREST INCOME	14,793	13,180	16,500	16,500	12,133	6,157	7,500
661-00000-4980	SALE OF FIXED ASSETS	163,012	-	15,000	15,000	-	-	30,000
661-00000-4990	GAIN ON SALE OF FIXED ASSETS	(35,486)	(8,161)	-	-	(8,161)	-	-
Totals for dept 00000 -		2,859,065	2,454,686	2,907,000	2,907,000	1,983,517	1,674,475	2,263,000
Dept 60932								
661-60932-4990	GAIN ON SALE OF FIXED ASSETS	-	-	-	-	-	-	-
Totals for dept 00000 -		-	-	-	-	-	-	-
TOTAL ESTIMATED REVENUES		2,859,065	2,454,686	2,907,000	2,907,000	1,983,517	1,674,475	2,263,000
EXPENDITURES								
Dept 30203 - PENSION ADMINISTRATION								
5100	SALARIES & BENEFITS				52,837	-	38,039	52,837
Totals for dept 30205 - PENSION ADMINISTRATION		-	-	-	52,837	-	38,039	52,837
Dept 60932 - EQUIPMENT SERVICES								
5100	SALARIES & BENEFITS	606,794	708,229	565,749	559,359	396,984	345,920	473,900
5200	SUPPLIES	885,626	674,460	889,500	889,500	521,195	389,390	891,077
5300	CONTRACTUAL SERVICES	711,235	710,303	824,045	824,045	463,587	531,520	808,095
5400	OTHER EXPENSES	1,392	1,649	3,000	3,000	1,649	345	500
5700	CAPITAL OUTLAYS	1,103,472	400,428	903,000	854,000	396,053	167,959	669,000
5900	OTHER FINANCING USES	404,483	478,465	-	-	353,925	-	-
Totals for dept 60932 - EQUIPMENT SERVICES		3,713,002	2,973,534	3,185,294	3,129,904	2,133,392	1,435,134	2,842,572
Dept 97026								
5700	CAPITAL OUTLAYS	6,181	-	-	-	-	-	-
Totals for dept 97026		6,181	-	-	-	-	-	-
Dept 99999 - FIXED ASSETS CAPITALIZATION								
5700	CAPITAL OUTLAYS	(941,398)	(408,839)	-	-	(408,839)	-	-
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(941,398)	(408,839)	-	-	(408,839)	-	-
TOTAL EXPENDITURES		2,777,784	2,564,695	3,185,294	3,182,741	1,724,553	1,473,173	2,895,409
NET OF REVENUES/EXPENDITURES - FUND 661		81,281	(110,009)	(278,294)	(275,741)	258,964	201,302	(632,409)
BEGINNING NET POSITION		2,667,132	2,748,413	2,638,404	2,638,404	2,748,413	2,638,404	2,638,404
ENDING NET POSITION		2,748,413	2,638,404	2,360,110	2,362,663	3,007,377	2,839,707	2,005,995

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 3RD QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2018-19 ACTIVITY	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	MAR 31, 2020 ACTUAL EXPENSE	MAR 31, 2021 ACTUAL EXPENSES	2020-21 3RD QUARTER REFORECAST
Fund 677 - GENERAL INSURANCE								
ESTIMATED REVENUES								
Dept 00000								
677-00000-4600	INTERDEPT. CHARGES	-	-	3,300,000	3,300,000	-	-	3,300,000
677-00000-4651	REIMBURSEMENT	12,967	24,777	-	-	22,646	6,381	-
677-00000-4652	REIMBURSEMENT RETIREE HEALTHCARE	1,314,785	2,058,692	1,200,000	1,200,000	564,342	8,076	1,200,000
677-00000-4681	INTERDEPT.CHARGES:HEALTH INS.	2,476,551	2,455,176	-	-	1,898,249	1,799,356	-
677-00000-4682	INTERDEPT.CHARGES:DENTAL INS.	198,504	207,612	-	-	159,444	157,788	-
677-00000-4683	INTERDEPT.CHARGES:LIFE INS.	41,339	43,996	-	-	33,830	34,271	-
677-00000-4685	INTERDEPT.CHARGES:VISION	-	-	-	-	-	-	-
677-00000-4686	INTERDEPT.CHARGES:DISABILITY	42,210	44,597	-	-	34,353	33,909	-
677-00000-4687	INTERDEPT.CHGS:WORKMEN'S COMP.	446,937	437,088	-	-	342,304	336,089	-
677-00000-4688	INTERDEPT.CHGS:UNEMPLOYMENT	1,390	1,422	-	-	1,386	1,334	-
677-00000-4800	MISC. & SUNDRY	-	-	-	-	-	-	-
677-00000-4805	CONTRIBUTIONS	-	-	-	-	-	-	-
677-00000-4807	COBRA RECEIPTS	2,892	-	-	-	-	-	-
677-00000-4827	CONTRIBUTIONS FROM EMPLOYEE - HEALTHCARE	403,268	398,277	409,000	409,000	311,624	300,293	409,000
677-00000-4970	INTEREST INCOME	12,030	10,980	20,000	20,000	10,980	7,005	20,000
Totals for dept 00000 -		4,952,872	5,682,617	4,929,000	4,929,000	3,379,159	2,684,504	4,929,000
TOTAL ESTIMATED REVENUES		4,952,872	5,682,617	4,929,000	4,929,000	3,379,159	2,684,504	4,929,000
EXPENDITURES								
Dept 30851 - INSURANCE SERVICES								
5100	SALARIES & BENEFITS	238,609	252,968	51,448	50,873	36,319	47,931	66,000
5200	SUPPLIES	53	-	-	-	-	-	-
5300	CONTRACTUAL SERVICES	5,015,816	5,303,242	4,800,000	4,800,000	4,150,283	3,127,801	4,800,000
5400	OTHER EXPENSES	24,501	17,157	25,000	25,000	16,460	21,884	25,000
5700	CAPITAL OUTLAYS	38	-	1,000	1,000	-	-	1,000
Totals for dept 30851 - INSURANCE SERVICES		5,279,016	5,573,368	4,877,448	4,876,873	4,203,062	3,197,616	4,892,000
TOTAL EXPENDITURES		5,279,016	5,573,368	4,877,448	4,876,873	4,203,062	3,197,616	4,892,000
NET OF REVENUES/EXPENDITURES - FUND 677		(326,144)	109,250	51,552	52,127	(823,902)	(513,112)	37,000
BEGINNING NET POSITION		2,039,779	1,713,635	1,822,885	1,822,885	1,713,635	1,822,885	1,822,885
ENDING NET POSITION		1,713,635	1,822,885	1,874,437	1,875,012	889,733	1,309,772	1,859,885

BUDGET REPORT FOR CITY OF MUSKEGON
MAJOR CAPITAL PROJECTS FY 2020-21 BUDGET 3rd QUARTER REFORECAST

GL FUND CLASSIFICATION AND DEPARTMENT NUMBER	DESCRIPTION	RESPONSIBILITY	Mar 31, 2021 ACTUAL EXPENDITURES	Mar 31, 2020 ACTUAL EXPENDITURES	2020-21 3RD QUARTER REFORECAST	COMMENTS
101	GENERAL FUND					
91116	ADA COMPLIANCE, VARIOUS LOCATIONS	EVANS	27,625		50,000	FEDERAL AGREEMENT
91508	STREET LIGHTS CONVERSION TO LED, CONSUMERS	EVANS				CONVERT STREET LIGHTS TO LED - moved back to FY21-22
91805	CITY HALL ROOF REPAIR	EVANS				
91814	MCGRAFT PARK, PARKING LOT	EVANS				
91816	IRRIGATION SYSTEMS, CITY HALL AND POSSIBLE OTHER LOCATIONS SUCH AS BIKE TRAILS	EVANS				
91827	DRAINAGE IMPROVEMENT AT FOOTBALL FIELD, SMITH RYERSON	EVANS		116,059		PONDING PROBLEM, CDBG FUNDING
91829	ROOF REPLACEMENT MAUSOLEUM	EVANS				PERPETUAL CARE FUND
91921	CITY HALL KITCHEN REMODEL	EVANS				
92012	LAKE SHORE TRAIL REPAIRS			6,801		
92016	BEACH STREET EXPANDED PARKING		11,530			
92019	CITY HALL LED LIGHTS, BOILER AND BATHROOM UPGRADES	MIKESELL/EVANS	280	9,544	35,000	CITY HALL HVAC & SUMPS
92038	NEW DOOR SYSTEM AT CITY HALL		13,824		14,000	
92041	BEACHWOOD/BLUFFTON BIKE RACK	EVANS	25,435		25,534	
92042	CTCL ELECTION GRANT	MEISCH	388,619		433,580	
92043	AAMODT PARK PLAYGROUND PAVILLON	EVANS	34,762		130,000	
92045	MAUSOLEUM	EVANS	28,793		30,258	
92047	2020 CAPITAL IMP BONDS	B LEWIS	55,026		600,000	2020 CAPITAL IMP BOND
92048	CENTRAL DISPATCH	J LEWIS	1,696,286		3,600,000	2020 CAPITAL IMP BOND
92049	ARENA ROOF HVAC PAYOFF	B LEWIS	2,073,373		2,073,373	2020 CAPITAL IMP BOND
92101	POLICE BODY CAMERAS	J LEWIS	225,175		490,000	2020 CAPITAL IMP BOND
	IMPROVEMENTS AT CENTRAL FIRE STATION	J LEWIS			265,000	2020 CAPITAL IMP BOND
92106	PERE MARQUETTE BEACH PARKING UPGRADE	EVANS			30,000	
	FUND TOTAL		\$ 4,580,727	\$ 132,405	\$ 7,776,745	
202	MAJOR STREETS					
90000	SHORELINE @4TH CONVENTION CENTER	EVANS	-		-	
90000	RICHARDS PARK DRIVE	EVANS	25,000		-	
91509	LAKETON AVE. GETTY TO CRESTON	EVANS				
91605	TRAFFIC STUDIES	EVANS		2,787		
91702	BLACK CREEK - SHERMAN TO LATIMER	EVANS				
91711	LAKE SHORE DR, MCCracken TO LAKETON	EVANS	10,548	2,287,271	405,807	PRELIMINARY DESIGN IN REFORECAST, REMAINDER OF DESIGN AND CONSTRUCTION IN FY 18-19, ACT 51 INCREASED FUNDING FOR 2018
91724	FRANKLIN, WESTERN TO LAKE SHORE DR.	EVANS		11,826		
91725	LAKE SHORE, BEACH WILCOX TO WATERWORKS	EVANS	46,366	19,656	50,000	CONSTRUCTION IN 19-20 WITH \$250,000 CMAQ GRANT
91821	2018 CIP PREVENTIVE MAINT, MILLING & RES	EVANS				
91831	REMEMBRANCE DR EXTENSION	EVANS				
91842	SHERIDAN & OTLHOFF	EVANS	715,222	5,830	715,222	TEDF - WAS NOT AWARDED. PROJECT WILL CONTINUE WITH STATE GRANT MONIES FROM THE MDOC
91843	THIRD ST, MUSKEGON TO MERRILL	EVANS		457,564		CDBG FUNDING
91844	1ST STREET, SOUTH END BETWEEN CLAY & WES	EVANS				
91851	SPRING STREET TRUNK SEWER	EVANS	67,508		123,021	
91852	9TH STREET SEWER REROUTE	EVANS			2,110	
91856	JEFFERSON & STRONG	EVANS	26,001		50,000	
91858	MUSKEGON & WEBSTER RESTRIPPING	EVANS				
91859	PECK & SANFORD 2 WAY CONVERSION	EVANS		198,574		
91905	LAKETON/LAKE SHORE TRAIL CONNECTOR	EVANS		1,606		\$60,000 CMAQ
91914	SEAWAY RR BRIDGE PAINTING	EVANS	948		948	
91917	BEACH ST. - WILCOX TO SIMSPON	EVANS	333,911	47,969	400,000	PARTNER WITH COUNTY
92002	PECK ST. - APPLE TO STRONG	EVANS	30,647	13,755	40,000	
92003	MICHIGAN & FRANKLIN FROM WESTERN TO LSD	EVANS	43,478	18,590	800,000	
92004	TERRACE, APPLE TO SEAWAY	EVANS	9,153		35,000	
92010	PECK ST LAKETON TO MERRILL	EVANS			20,000	ENGINEERING
92012	LAKE SHORE TRAIL EROSION	EVANS	10,574		300,000	REPAIR DUE TO HIGH WATER
92014	ADA SIDEWALK REPLACEMENT	EVANS		1,163		
92032	ROBERTS; BARNEY TO LAKETON	EVANS	1,623		1,623	
92033	TERRACE, APPLE TO MUSKEGON REPAINT	EVANS	14,434		14,343	DESIGN ONLY FY 21-22
92036	HOUSTON 9TH TO 3RD	EVANS	27,250		35,000	DESIGN ONLY FY 21-22
92037	MONROE, 4TH TO 3RD	EVANS				MOVED TO 203
92046	3RD/4TH ALLEY RECONSTRUCTION	EVANS				MOVED TO 203
92102	WOOD STREET, APPLE TO MARQUETTE AVE	EVANS				
96021	BRIDGE INSPECTION	EVANS	1,175	270	2,000	
99118	MUSKETAWA TRAIL CONNECTOR 1B	EVANS	39,776	40,544	50,000	ENGINEERING
	FUND TOTAL		\$ 1,403,614	\$ 3,107,404	\$ 3,045,074	
203	LOCAL STREETS					
91819	FIRST STREET RECONSTRUCTION					
91821	2018 CIP PREVENTIVE MAINT, MILLING & RES	EVANS				
91822	FOREST AVE, PECK STREET TO CLINTON STREET					
91841	MARSH AND WALTON	EVANS		4,074		PAVE GRAVEL ROAD
91854	BEIDLER TRUNK SEWER	EVANS	73,366		73,666	INELIGIBLE SRF COST (PAVE GRAVEL ROAD)
92037	MONROE, 4TH TO 3RD	EVANS	11,850		25,000	
92046	FRAUENTHAL ALLEY	EVANS	6,868		10,000	ENGINEERING
	FUND TOTAL		\$ 85,216	\$ 4,074	\$ 108,666	
264	CRIMINAL FORFEITURE FUND					
40333	LEXIPOL	J. LEWIS	-		-	RENEWAL
40333	POWER DMS SOFTWARE	J LEWIS			-	RECORDS MANAGEMENT
40333	MACP ACCREDITATION	J LEWIS			-	
40333	L3 DASH CAM AND BACKEND SOLUTION UPGRADE	J. LEWIS			-	
	FUND TOTAL		\$ -	\$ -	\$ -	
404	PUBLIC IMPROVEMENT FUND					
91501	NEIGHBORHOOD HOUSING PROGRAM	PETERSON				
91504	CLAY AVE, JEFFERSON TO 1ST			352		
91602	ARENA ANNEX CAPITAL IMPROVEMENTS -	PETERSON	18,000	15,000		
91712	IMPROVEMENTS AT LC WALKER INCLUDING RAD DADS		462			
91726	CITY HALL UPGRADES, CARPET, FURNITURE	MIKESELL	306,243	16,283	310,000	2ND FLOOR RENOVATIONS
91801	CONVENTION CENTER			1,142,004		
91802	REHAB HOUSE 1078 SECOND STREET	PETERSON		4,069		
91808	L.C. WALKER ARENA GENERAL WORK (HEATING/COOLING/STRUCTURE)	PETERSON		46,525		
91810	REHAB HOUSE 1531 BEIDLER STREET	PETERSON				
91812	REHAB HOUSE 1067 GRAND AVE	PETERSON		75,355		
91813	REHAB 1290 WOOD	PETERSON	339	582		

BUDGET REPORT FOR CITY OF MUSKEGON
MAJOR CAPITAL PROJECTS FY 2020-21 BUDGET 3rd QUARTER REFORECAST

GL FUND CLASSIFICATION AND DEPARTMENT NUMBER	DESCRIPTION	RESPONSIBILITY	Mar 31, 2021 ACTUAL EXPENDITURES	Mar 31, 2020 ACTUAL EXPENDITURES	2020-21 3RD QUARTER REFORECAST	COMMENTS
91815	REHAB HOUSE 248 MASON STREET	PETERSON	171	177		
91820	PLAYGROUND EQUIPMENT AT P.M.	MIKESELL				
91823	REHAB 1188 4TH STREET	PETERSON	(22)	129,265	800	
91824	880 1ST STREET		4,024	6,343		
91832	COMMERCIAL/INDUSTRIAL DEMOLITIONS	J. LEWIS				
91839	L C WALKER IMPROVEMENTS 18-19			912,550		COMPLETION ON WORK STARTED IN FY2018-19 AND BATHROOM REMODELS
91901	SESQUICENTENNIAL CELEBRATION			511,889		
91902	LC WALKER ROOF,HVAC,DEHUMIDIFICATION SYSTEM	PETERSON	176,629	192,306	208,051	
91904	REHAB 1457 7TH STREET	PETERSON	55,187	26,580	55,250	
91909	REHAB 1192 PINE STREET	PETERSON	175,498	27,304	310,000	
91914	SEAWAY BRIDGE PAINTING	EVANS	71,885		71,885	
91920	CITY HALL ELEVATOR	EVANS		79,711		
91923	SCATTERED HOUSING PROJECT	PETERSON	1,449,174	592,859	1,500,000	
91924	REHAB 580 CATHERINE	PETERSON	11,661	70,069	11,661	
92011	REHAB 1095 3RD			3,222		
92016	ST MARY'S PARKING LOT	EVANS		16,025		DESIGN FY19-20 CONSTRUCTION FY 20-21 FROM SALE OF CITY HALL PARKING LOT
92017	MERCY HEALTH ARENA SIGN	MAURER	59,315	32,946	59,315	
92021	MERCY HEALTH ARENA PROJECTS			29,284		
92022	CORONAVIRUS ECONOMIC RELIEF		1,005	190,281		
92024	MARSH FIELD GARAGE	EVANS	69,423	1,000	69,423	
92026	PAID PARKING KIOSK & COIN MACHINE	FRANZAK	9,778		40,116	
92028	CLERKS OFFICE REDESIGN	MEISCH	12,443		22,000	
92029	PM BATHHOUSE DISPLAY	EVANS	4,607		4,607	
92030	FEMA ELIGIBLE COVID19 EXPENSES					
92031	ELECTRIC CHARGING STATION					
	CAMPBELL FIELD - MDNR GRANT	EVANS			-	MDNR GRANT APP FOR IMPROVEMENTS MATCH FROM ROYAL GLEN
	SCBA REPLACEMENT GRANT	J LEWIS			-	
	FUND TOTAL		\$ 2,425,821	\$ 4,121,980	\$ 2,663,108	
482	STATE GRANTS FUND					
91507	EPA/BROWNFIELD GRANT	MIKESELL				
91908	MDOC PROPERTY	MIKESELL/WILLS	235,757	466,564	1,000,979	\$4 MILLION GRANT
91803	MSHDA BLIGHT GRANT 2018					
91913	WINDWARD POINTE GRANT		1,068,136	989,904	1,168,136	
91925	RENEW MICHIGAN GRANT		4,733	38,685		
	FUND TOTAL		\$ 1,308,626	\$ 1,495,153	\$ 2,169,115	
590	SEWER					
91806	BEIDLER & MADISON S2 PROJECTS	EVANS				DELETED S-2 PROJECT - BIEDLER & MADISON
91826	SRF SEWER UPGRADES		1,352	2,828	2,500	
91828	LIFT STATIONS REPAIRS/UPGRADES					
91830	SRF PROJECTS 2018	EVANS		83,347		COMPLETION OF S2 RECOMMENDED PROJECTS (INSITUFORM)
91831	REMEMBRANCE DRIVE UPGRADES	MIKESELL				
91849	LIFT STATION REPAIRS/ UPGRADES 18-19	MIKESELL				REPAIRS TO APPLE AVE./INDUSTRIAL/HARBOR TOWN STATIONS
91850	SRF (2019) BOURDON & ADDISON ALLEY	EVANS	59,217	599	99,000	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
91851	SRF (2019)SPRING STREET TRUNK SEWER	EVANS	892,198	18,454	2,251,756	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
91852	SRF (2019) 9TH STREET SEWER REROUTE	EVANS	964,549	316,703	1,266,643	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
91853	SRF (2019) GETTY LIFT STATION REPAIR	EVANS	70,999	736	89,264	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
91854	SRF (2019) BEIDLER TRUCK SEWER	EVANS	2,532,305	45,354	2,971,563	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
91855	SRF (2019) GLENSIDE NEIGHBORHOOD - PHASE 1	EVANS	941,719	5,399	968,556	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
91856	SRF(2019) PECK & SANFORD - PHASE 1	EVANS	966,582	10,240	1,002,832	CONSTRUCTION BEGINS IN FY19-20 SRF PROJECT
92003	MICHIGAN AND FRANKLIN	EVANS			50,000	SEWER PART OF STREET PROJECT
92009	AMITY -FORK TO GETTY	EVANS	38,891	54,975	1,500,000	DESIGN AND PARTIAL CONSTRUCTION FY20-21
92010	PECK ST - LAKETON TO MERRILL	EVANS	21,078	55,799	800,000	DESIGN AND PARTIAL CONSTRUCTION FY20-21
92018	LIFT REPAIRS APPLE/HARBORTOWNE			40,608		
UNASSIGNED	GLENSIDE SRF - PHASE 2	EVANS				DESIGN FY21 SRF/DWRF -REMOVED until FY22
UNASSIGNED	SANFORD STREET - APPLE TO LAKETON	EVANS				DESIGN FY 21 SRF/DWRF - REMOVED until FY22
	FUND TOTAL		\$ 6,488,890	\$ 635,041	\$ 11,002,114	
591	WATER					
91509	LAKETON, GETTY TO CRESTON	EVANS				
91710	WATER ASSET MANAGEMENT					
91711	LAKE SHORE DRIVE WATERMAIN, MCCracken TO LAKETON	EVANS	1,851	787,204	19,687	CARRYOVER FROM FY18-19
91813	REHAB 1290 WOOD					
91825	PLC UPGRADES	MUNGARWADI		13,680		
91831	REMEMBRANCE DR. EXTENSION					
91838	POLIT GRANT - WATER SYSTEM INVENTORY	EVANS		61,035		
91843	3RD STREET PROJECT	EVANS		318,120		
91845	SCAD MIGRATION PROJECT PLC	MUNGARWADI		2,794		INSTRUMENTATION UPGRADE, CONTINUATION
91846	REPAIR & ADD MEMBRANE TO 4 OF 4 CLEAR WELLS @ PLANT	MUNGARWADI				
91847	FRUITPORT GENERATOR TIE-IN WITH EMERGENCY GENERATOR	MUNGARWADI		10,800		DESIGN ONLY IN 2018-19 PROJECT MOVED TO 2019-20
91848	OLD FILTER GALLERY ROOF, REHAB-WALLS AND WINDOWS	MUNGARWADI				
91851	SPRING STREET TRUNK SEWER REROUTE	EVANS	679,838		1,001,020	
91854	BEIDLER TRUNK SEWER	EVANS	451,492		608,462	PARTIAL DESIGN & 60% CONSTRUCTION FY19-20 BALANCE FY20-21
91855	GLENSIDE SRF - PHASE1	EVANS	354,445		438,105	CONSTRUCTION FY 20-21
91856	JEFFERSON/STRONG	EVAN	45,184		70,527	PARTIAL DESIGN & 60% CONSTRUCTION FY19-20 BALANCE FY20-21
91903	DWRF PROJECTS 2019	EVANS		49,153		DWRF DWRF BONDING COSTS
91910	REPLACE RAPID MIXER (EASTSIDE)	MUNGARWADI				
91911	MARSH AND WALTON					
91912	BUBBLER PANELS	EVANS				
91916	FENCE AT ROBERTS, MARSHALL & NIMS TANKS	EVANS				
91917	BEACH STREET	EVANS	197,875	23,338	700,000	PARTNER WITH THE COUNTY
91918	ELECTRICAL UPGRADE AT FILTRATION PLANT	MUNGARWADI		4,236	5,000	
92002	PECK ST - APPLE TO STRONG	EVANS	4,158	289	300,000	
92003	MICHIGAN AND FRANKLIN	EVANS			50,000	FY21 SRF/DWRF
92005	COMMUNICATIONS TOWER	MUNGARWADI		61,969		
92007	HARVEY RESERVOIR IMPROVEMENTS	MUNGARWADI		4,314	1,040,000	DESIGN IN FY19-20
92008	FILTRATION PLANT ROOFING & WINDOWS 3,6,11	MUNGARWADI	4,740	4,071	960,000	DESIGN IN FY19-20
92009	AMITY ST - FORK TO GETTY		24,534		1,250,000	FY20 SRF/DWRF PROJECT
92010	PECK ST - MERRILL TO LAKETON	EVANS			700,000	FY20 SRF/DWRF PROJECT
92037	MONROE, 4TH TO 3RD	EVANS		3,032	100,000	
99012	GIS UPDATE AND MAINTENANCE	EVANS	12,749	8,740	10,000	COUNTY LICENSING & MAP MAINTENANCE
UNASSIGNED	APPLE TO LAKESHORE	EVANS			25,000	DESIGN ONLY FY21-22 FED AID

BUDGET REPORT FOR CITY OF MUSKEGON
MAJOR CAPITAL PROJECTS FY 2020-21 BUDGET 3rd QUARTER REFORECAST

GL FUND CLASSIFICATION AND DEPARTMENT NUMBER	DESCRIPTION	RESPONSIBILITY	Mar 31, 2021 ACTUAL EXPENDITURES	Mar 31, 2020 ACTUAL EXPENDITURES	2020-21 3RD QUARTER REFORECAST	COMMENTS
UNASSIGNED	HOUSTON 9TH TO 3RD	EVANS			25,000	DESIGN ONLY FY 21-22 CITY PROJECT
UNASSIGNED	WATER SERVICE REPLACEMENT UNASSIGNED	EVANS			60,555	
UNASSIGNED	GLENSIDE SRF PHASE 2	EVANS				REMOVED until FY22
92034	WATER FILTRATION PLANT -WMRWA UNASSIGNED	MUNGARWADI	54,326		500,000	COMBINATION - HYPOCHLORITE LINES, RAPID MIXER,GENERATOR, COMMUNICATION TOWER, RELIABILITY STUDY
UNASSIGNED	WATER FILTRATION PLANT - WMRWA NOT ELIGIBLE	MUNGARWADI	28,836		405,000	COMBINATION - HARVEY PUMP #2 REPAIR, MARSHALL TANK PAINTING
	HARVEY PUMP REPAIR, # 2	MUNGARWADI				REPAIR OF SECOND PUMP.
	HARVEY SUMP AND DRAINS REPAIR	MUNGARWADI				REPLACE ROTTED HANGERS AND DRAIN LINES - MOVING PROJECT TO 2019-20
	REPLACE CHEMICAL FEED LINES - HYPOCHLORITE	MUNGARWADI				MOVING PROJECT TO 2019-20
	REPLACE TANK LINER - HYPOCHLORITE TANK	MUNGARWADI				
	TITRATOR, LABORATORY EQUIPMENT	MUNGARWADI				
	PECK STREET - APPLE TO MERRILL	EVANS				STATE FY21 FED AID PROJECT
	RELIABILITY STUDY	MUNGARWADI				
	DEWATERING TRAILER & EQUIPMENT	EVANS				
	FUND TOTAL		\$ 1,863,061	\$ 1,349,743	\$ 8,268,356	
594	MARINA					
91809	DOCKS & BUILDING IMPROVEMENTS (OFFICE, BATHROOM)	EVANS				ONLY ENGINEERING IN 2018
	T DOCK REPLACEMENT PROJECT	EVANS				REQUESTED GRANT AND PARTIAL MATCH (\$1.4M PROJECT)
	FUND TOTAL		\$ -	\$ -	\$ -	
642	PUBLIC SERVICE BUILDING					
90113	PUBLIC SERVICE BUILDING ROOF	EVANS		48,000		
	FUND TOTAL		\$ -	\$ 48,000	\$ -	
643	ENGINEERING SERVICES					
	INTERGOVERNMENTAL ENGINEERING WORK	MIKESELL				
	FUND TOTAL		\$ -	\$ -	\$ -	
661	EQUIPMENT FUND					
5720/Quantity	NON-VEHICULAR EQUIPMENT:					
1	TRAILER	MIKESELL			-	
1	SALT BOX	MIKESELL			-	
1	CONCRETE BREAKER	MIKESELL			-	
	TRACKLESS	MIKESELL				
	VARIOUS SMALL EQUIPMENT	MIKESELL			60,000	ADD \$67,200 FOR TRACKLESS. AUDITERS MOVED THE TRACKLESS PURCHASE FROM LAST YEARS BUDGET TO THIS YEARS BUDGET. TOTAL SHOULD BE \$127,200.
1	RIDING MOWER/ SNOW BLOWER	MIKESELL				
	DEPARTMENT TOTAL		\$ -	\$ -	\$ 60,000	
5746	COMMUNICATIONS EQUIPMENT:					
	COMMUNICATION EQUIPMENT	EVANS			60,000	
	RECORDING EQUIPMENT UPGRADE	EVANS			-	
	CRUISER DVR UPGRADE	EVANS			-	
	DEPARTMENT TOTAL		\$ -	\$ -	\$ 60,000	
5730	VEHICLES:					
7	POLICE CRUISERS / TAHOES	EVANS			40,000	
1	F350 WATER	EVANS			42,000	
1	1 TON FLATBED HIGHWAY	EVANS			42,000	
1	1 TON FLATBED TRAFFIC	EVANS			35,000	
1	1/2 TON CARGO VAN FILTRATION	EVANS			26,000	
1	FORD RANGE 4X4 FIRE MARSHALL	EVANS				
2	DETECTIVE CARS	EVANS			-	
3	1/2 TON PICKUP TRUCK	EVANS			-	
1	COLORADO - CITY ENGINEERING	EVANS			-	
1	PLOW TRUCK	EVANS			-	
1	BACKHOE	EVANS			-	
2	CITY HALL CARS	EVANS			-	
4	POLICE CRUISERS / TAHOES	EVANS			117,000	3 POLICE CRUISERS/TAHOES
2	POLICE ADMIN VEHICLES	EVANS			51,000	1 POLICE ADMIN VEHICLE
2	3/4 TON 4X4 PICKUPS PARKS	EVANS			33,000	1 3/4 TON 4X4 PICKUP - PARKS
1	HIGH RANGERS	EVANS			105,000	1 HIGH RANGER
2	3/4 TON TRUCK FOR WATER- 2X4	EVANS			33,000	1 3/4 TON 4X2 PICKUP - WATER DEPT
1	1 TON 4X4 DUMP TRUCK	EVANS			45,000	
1	BACKHOE	EVANS				
1	PLOW TRUCK	EVANS			165,000	
	DEPARTMENT TOTAL		\$ -	\$ -	\$ 734,000	
	FUND TOTAL		\$ -	\$ -	\$ 854,000	
	MAJOR CAPITAL PROJECT TOTAL		\$ 18,155,956	\$ 10,893,801	\$ 35,887,178	* POLICE CRUISERS CHANGED TO SUVs AS THE CHEVY IMPALA POLICE UNIT IS BEING DISCONTINUED BY GENERAL MOTORS.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11 th , 2021	Title: County Water System Easement
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to approve the easement requested by Muskegon County on Parcel 61-24-205-734-0001-00 (Margaret Drake Elliot Park)	
Detailed Summary: Muskegon County has finalized their route and accepted bids for the second phase of their water main project to construct a new water main from the Muskegon Water Filtration Plant under the Muskegon Channel and connect into the Northside Water System. Muskegon County has an existing agreement in place which allows for the placement of their utilities within the public Right-of-Way however the project to cross the channel will require that a section of the water main be placed underneath Margaret Drake Elliot Park which requires the city to issue an easement for this place. The construction will have minimal impact on the park as the line under the channel will be placed by means of horizontal directional drilling. This method requires impact to the ground surface only in two relatively small areas one near the split at Beach Street and the other in the parking lot of the Bathhouse at Muskegon State Park. This easement grants the county the right to have their water main placed below Margaret Drake Elliot Park and is necessary to complete their water system loop which benefits the entire system that is served by the City of Muskegon Water Filtration Plant. The proposed easement is outlined in the attachment. The easement language has been reviewed and accepted by legal counsel.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the easement to Muskegon County and for the Mayor and Clerk to sign the easement.	

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATER SYSTEM EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____ 2021, by and between **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, MI 49440, , hereinafter referred to as "Grantor," and **MUSKEGON COUNTY**, a Michigan municipal corporation, whose address is 990 Terrace Street, Muskegon, MI 49442, hereinafter referred to as "County";

WITNESSETH:

For and in consideration of the sum of One Dollar (\$1.00), paid to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant unto County, its successors and assigns, an exclusive perpetual and permanent easement and right of way, under, through and across a certain piece or parcel of land situated in the City of Muskegon, in the County of Muskegon and STATE OF MICHIGAN, the piece or parcel of land being owned by Grantor in fee simple and described as follows:

BURDEN PARCEL'S

61-24-205-734-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLK 734 ENTIRE BLK 738 AND ENTIRE BLK 739 EXC NLY 408.83 FT OF WLY 500 FT OF BLK 739 (EXC IS FOR US COAST GUARD STATION) ALSO EXC THAT PT OF BLK 739 DESC AS PROJECT THE N LINE INDIANA AVE SWLY TO WLY LINE WLY BEACH STREET OVAL TO POB WHICH POB IS 30 FT S OF NELY PROJECTED S LINE OF EXISTING PAVILION BUILDING TH NWLY 180 FT M/L ALG WLY LINE OF WLY BEACH STREET OVAL TO A PT 50 FT N OF NELY PROJECTED N LINE OF EXISTING PAVILION BUILDING TH SWLY AND AT RT ANG TO WLY LINE OF WLY BEACH STREET OVAL 105 FT AND 50 FT WLY OF PROJECTED W LINE OF EXISTING PAVILION BUILDING TH SELY AND PAR TO WLY LINE OF WLY BEACH STREET OVAL 180 FT TH NELY 105 FT TO POB BEING A RECTANGULAR PARCEL 105 FT BY 180 FT (2ND EXC IS LOCATION OF RESTURANT PARCEL ON PERE MARQUETTE PARK)

50-FOOT WIDE PERMANENT WATER MAIN EASEMENT

A 50-FOOT WIDE STRIP OF LAND LOCATED IN THE WEST HALF OF SECTION 21 AND ALSO IN GOVERNMENT LOT 8 OF SECTION 28, TOWN 10 NORTH, RANGE 17 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MI. ITS CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SECTION 21 NORTH 88 DEGREES 00 MINUTES 05 SECONDS WEST, A DISTANCE OF 2125.30 FEET TO POINT "A"; THENCE SOUTH 21 DEGREES 56 MINUTES 44 SECONDS EAST, A DISTANCE OF 2715.84 TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 50-FOOT WIDE WATER MAIN EASEMENT. SAID POINT OF BEGINNING BEING LOCATED ON THE SOUTH LINE OF THE MUSKEGON CHANNEL; THENCE CONTINUE SOUTH 21 DEGREES 56 MINUTES 44 SECONDS EAST, A DISTANCE OF 591.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY (VARIABLE WIDTH) OF BEACH STREET AND BEING THE POINT OF ENDING OF SAID CENTERLINE.

SAID EASEMENT TO BE CENTERED ON THE AS-CONSTRUCTED LOCATION OF THE WATER MAIN.

This Easement is exempt from ad valorem transfer tax by reason of MCL 207.526, and MCL 207.505.

The easement and right of way granted herein shall be for the purpose of the construction, installation, maintenance, repair, replacement, reinstallation, removal, operation, and inspection of said water line and accessories, running under, through and across the above-described Easement Description.

The easement and right of way granted herein shall include the right to enter upon sufficient land of Grantor adjacent to the Easement Description ("Adjacent Land") as is reasonably required for the construction, installation, maintenance, repair, replacement, reinstallation, removal, operation and

inspection of said water line. In exercising its rights to enter Adjacent Land, County shall conduct its activities in a manner that will minimize its presence on land outside of the easement and right of way. Each time it enters the Adjacent Land, County shall, at its sole expense, restore it to the condition it was in immediately prior to entry.

TERM: Said easement and right of way under, through and across the above-described Easement Description, for the use and benefit of County, its successors and assigns, shall be perpetual until County ceases to use such water system.

AUTHORITY: To the best of Grantor's knowledge, Grantor is the owner and it has the right and authority to grant this easement as above-described or owns the lands covered by the Easement Description. Grantee relies on its own investigation only as to Grantor's ability to grant this easement.

RESTORATION: The easement and right of way shall include, but not be limited to, County's right to enter upon the Easement Description at such times as it deems necessary to construct, maintain, repair, replace, remove, reinstall, and inspect its water main across, through and under the above-described Easement Description, together with the right to excavate a trench or ditch for the location of said water line. County shall have the further right to remove trees, brush, undergrowth and other obstructions situated upon the above-described Easement interfering with the location, construction, maintenance, repair, replacement, removal, reinstallation, and inspection of said water main. As a consideration for the County to have the right to construct and install said water line, County shall be obligated, at its sole expense (i) to fill, compact to 95% density, and grade to ground level the trench or ditch occupied by said water line and (ii) to restore the drives, parking areas, shrubs, grass and anything else to the condition it was immediately prior to entry. County does further covenant and agree that in the event it shall become necessary, at any time, to enter upon the above-described Easement Description for the purpose of construction, installation, maintenance, repair, replacement, reinstallation, removal, operation, and inspection of said water line, County shall, at its sole expense, return said piece or parcel of land to the same condition it was in immediately prior to entry.

INDEMNIFICATION: Grantor agrees that they will provide prior notification to the Grantee before constructing any permanent structure within the easement and allow adequate time to assess the impacts of any proposed structure and identify solutions for maintaining water main functionality.

The Grantor has caused these presents to be signed the day and year first above written.

Sign here: _____

Print here: _____

Sign here: _____

Print here: _____

Address: City of Muskegon
 933 Terrace Street
 Muskegon, MI 49440

STATE OF MICHIGAN)
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public, in and for said County, personally appeared _____, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Sign here: _____

Print here: _____

Notary Public
_____County, Michigan

My Commission Expires: _____

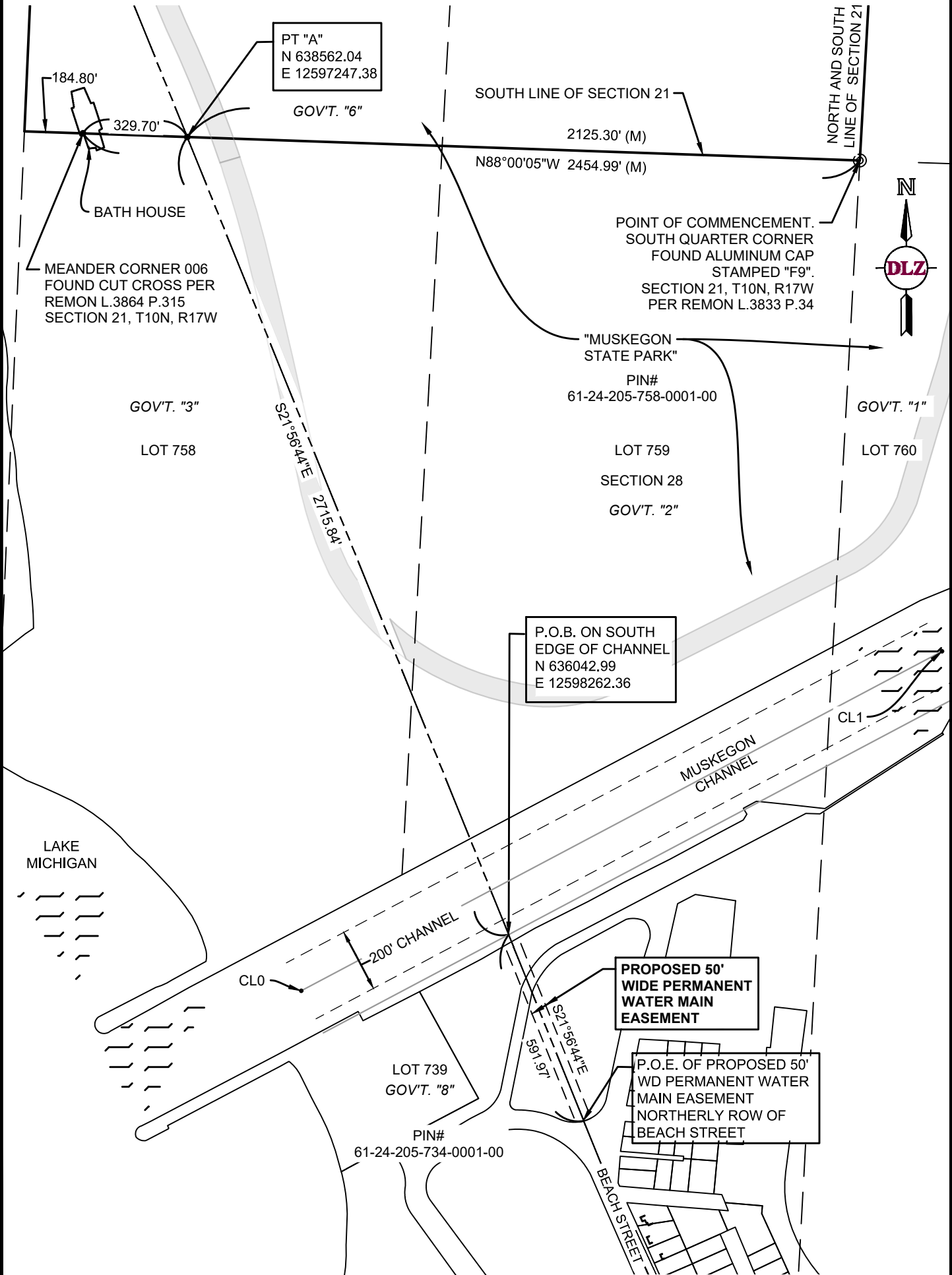
Prepared By:

DLZ Michigan, Inc.
950 W. Norton Avenue
Suite 207
Muskegon, MI 49441

Return to:

Muskegon County Department of Public Works
131 E. Apple Avenue, 4th Floor
Muskegon, MI 49442

50-FOOT WIDE PERMANENT WATER MAIN EASEMENT ROUTE SURVEY



PIN #61-24-205-758-0001-00 ALSO KNOW AS CITY OF
MUSKEGON REVISED PLAT OF 1903 ENTIRE BLKS 758,
759 & 760 EX PART USED BY US GOVERNMENT

Section 21 & 28 Town 10 North Range 17 West, Laketon Township, & City of Muskegon, Muskegon County, Michigan



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Muskegon County
Department of Public Works
131 E Apple Avenue
Muskegon, Michigan 49442

DESIGN:
TWW

CHECKED:
TWW

DRAWN:
DLZ

JOB NO. 1847-0889-00

DATE ISSUED
01/14/2021

SHEET NO. 1 OF 2

DESCRIPTIONS

BURDEN PARCEL'S

61-24-205-734-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLK 734 ENTIRE BLK 738 AND ENTIRE BLK 739 EXC NLY 408.83 FT OF WLY 500 FT OF BLK 739 (EXC IS FOR US COAST GUARD STATION) ALSO EXC THAT PT OF BLK 739 DESC AS PROJECT THE N LINE INDIANA AVE SWLY TO WLY LINE WLY BEACH STREET OVAL TO POB WHICH POB IS 30 FT S OF NELY PROJECTED S LINE OF EXISTING PAVILION BUILDING TH NWLY 180 FT M/L ALG WLY LINE OF WLY BEACH STREET OVAL TO A PT 50 FT N OF NELY PROJECTED N LINE OF EXISTING PAVILION BUILDING TH SWLY AND AT RT ANG TO WLY LINE OF WLY BEACH STREET OVAL 105 FT AND 50 FT WLY OF PROJECTED W LINE OF EXISTING PAVILION BUILDING TH SELY AND PAR TO WLY LINE OF WLY BEACH STREET OVAL 180 FT TH NELY 105 FT TO POB BEING A RECTANGULAR PARCEL 105 FT BY 180 FT (2ND EXC IS LOCATION OF RESTURANT PARCEL ON PERE MARQUETTE PARK)

PROPOSED 50-FOOT WIDE PERMANENT WATER MAIN EASEMENT

A 50-FOOT WIDE STRIP OF LAND LOCATED IN THE WEST HALF OF SECTION 21 AND ALSO IN GOVERNMENT LOT 8 OF SECTION 28, TOWN 10 NORTH, RANGE 17 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MI. ITS CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS:

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SAID EASEMENT TO BE CENTERED ON THE AS-CONSTRUCTED LOCATION OF THE WATER MAIN.

THIS DOCUMENT IS PROVIDED TO THE BEST OF THE SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF.

TIMOTHY W. WEIR P.S. NO. 50457

Section 21 & 28 Town 10 North Range 17 West, Laketon Township, & City of Muskegon, Muskegon County, Michigan



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Muskegon County
Department of Public Works

131 E Apple Avenue
Muskegon, Michigan 49442

DESIGN:
TWW

CHECKED:
TWW

DRAWN:
DLZ

JOB NO. 1847-0889-00

DATE ISSUED
01/14/2021

SHEET NO. 2 of 2



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 11 th , 2021	Title: PC Industrial Park - Engineering
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is requesting authorization to approve the Professional Services Agreement with HRC, Inc. to provide comprehensive engineering services for an expansion of the road and utility network within the Port City Industrial Park at the former MDOC Property.	
Detailed Summary: Staff solicited proposals from Engineering Firms to provide comprehensive engineering services related to an extension of Olthoff Drive and the public utilities within the Port City Industrial Park to provide improved access and utility services to the former MDOC property which will be required by any future users of the site. Staff scored the proposals utilizing a Qualifications Based Selection criteria to ensure we were selecting the best partner for this important project. After the preliminary scoring was completed showing HRC as the leading firm staff negotiated the attached priced proposal for consideration. The objective for the project is to complete survey and forestry (separate item) this spring, design and bidding over the summer and construction in the fall of 2021. The remainder of the state grant funds (Approximately \$790,755) will be utilized to fulfill these items of work. HRC has provided prior engineering services for the City of Muskegon in the form of design engineering services for the Musketawa Trail Connector project that will be constructed later this year within the Port City Industrial Park.	
Amount Requested: \$114,400.00	Amount Budgeted: \$790,755.00
Fund(s) or Account(s): 482-91908	Fund(s) or Account(s): 482-91908
Recommended Motion: Authorize staff to sign the professional services agreement with HRC, Inc. to provide Engineering Services for the expansion of the road and utility system into the form MDOC property within the Port City Industrial Park.	
Check if the following Departments need to approve the item first: Police Dept. ☐	

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

MUSKEGON



West Michigan's Shoreline City

www.shorelinecity.com

CITY OF MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME:	Industrial Park Roadway Expansion
DATE OF ISSUANCE:	Monday, March 22 nd 2021
DATE PROPOSAL DUE:	Tuesday, April 13 th 2021
ISSUING OFFICE:	City of Muskegon Department of Public Works c/o – Leo Evans 1350 East Keating Avenue Muskegon, MI 49442 Tel. (231) 724-6920

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CONTENTS OF PROPOSAL	8
EVALUATION	9
INSURANCE REQUIREMENTS.....	10
ATTACHMENTS A, B, & C	

Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Leo Evans at the City of Muskegon via (231) 724-6920 or via E-mail at Leo.Evans@shorelinecity.com

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

Telephone No. _____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO BIDDERS

PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Clerk's Office
933 Terrace Street
Muskegon, MI 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, April 13th 2021 at which time all proposals will be opened, and bids read aloud.

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will follow the current purchasing policies and any other applicable guidelines for the City of Muskegon.

The Award will not be completed until confirmed and recommended by the City Commission.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT

The City of Muskegon is seeking proposals from interested consulting engineers to provide full survey, design and construction project services related to expansion of the existing road network within the Port City Industrial Park.

The City of Muskegon has acquired through purchase a large addition to the industrial park and is seeking to construct an access road to service the new addition to the park. The City of Muskegon has appropriated a maximum of \$750,000 towards completion of the access road project.

Work by the selected engineer will include the following:

- Survey of the entirety of the site to establish site features, topography and boundaries
- Geotechnical or other investigations as needed to support design
- Design of an access road in accordance with City Standards along the approximate route
- Design of utility service for the site both public and coordination with private utilities
- Development and refinement of conceptual layouts for streets and utilities
- Development of complete plans and specifications for the access route and public utilities
- Obtaining any necessary permits for the project
- Assistance in solicitation of bids for the construction of the access road and utilities
- Oversight and administration of the construction contract on behalf of the city
- Prepare final property boundaries including remaining parcels, road right-of-way and any utility easements for the entire site.

Several supporting documents are included and attachments to this RFP to help in the development of proposals and for use during the later project phases:

- Attachment A – Aerial Map of Site Showing Utility Location
- Attachment B – Utility As-Builts for the vicinity
- Attachment C – Approximate Route of Access Road

Additional Design Considerations:

- Consideration will also need to be given to private utilities and their means of serving the future site. Engineer shall be responsible to coordinate and account for private utility needs in the project design.
- The city will be undertaking a separate project to have the site largely cleared of trees prior to the construction project.
- The southern portion of the project is owned by the City but is located within Fruitport Charter Township.

City of Muskegon will host site meetings upon request to answer questions and review the project site. Requests submitted to Leo Evans via email (Leo.Evans@shorelinecity.com) prior to Monday, April 5th 2021 will be accommodated prior to the bid opening. Requests received after that date will be accommodated pending staff availability.

Subcontractors, if any, shall be approved by the Project Manager prior to acceptance on this contract and shall bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor's proof of insurance meeting city requirements.

Construction shall be per applicable industry and City of Muskegon standards and shall comply with all applicable City of Muskegon policies and procedures.

Project Schedule is as follows:

- RFP IssuedMarch 22nd, 2021
- RFP Due.....April 13th, 2021
- Staff ScoringApril 14th – April 16th, 2021
- Price Negotiations.....April 19th – April 20th, 2021
- Staff Recommendation to CommissionApril 27th, 2021
- SurveyMay 2021
- Design / PermittingJune/July 2021
- Bidding.....August 2021
- Construction.....September/October 2021

Due to funding constraints attached to the project there is little availability for flexibility in the schedule and firms unable to maintain the schedule are advised to not provide a proposal.

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

QUALIFICATIONS OF TEAM

Include a brief narrative description of the key members of the team and the roles they will play in the successful implementation of this project. Highlight similar past experiences, and technical competence as it relates to the specific project details and previously completed projects. Include any key members of sub consultants within the narrative and description. Provide resumes for key members, and an organizational chart specific to the project.

UNDERSTANDING OF SERVICES

Include a narrative description of your plan for accomplishing the project. Provide a timeline for the project including key milestones to be met and identify dates for completion of project deliverables. Identify critical areas of the project and your plan for addressing the critical needs.

LOCATION OF FIRM

Identify the location of firms that will complete the work. Score will be based on providing preference to local services. Maximum scores will be awarded for work completed entirely within the corporate limits of the city of Muskegon, with reduced scores awarded proportionately based on the proximity to the city of Muskegon.

ADDITIONAL INFORMATION

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

Proposals narratives should be limited to 5 pages, not inclusive of any graphics and/or resumes.

EVALUATION

The project will be awarded based on a Qualifications Based Selection (QBS) to the firm(s) that provide a proposal that is most responsive to meeting both the needs of the project and the City of Muskegon.

Proposals will be scored in three categories, by a scoring team composed of staff from the City of Muskegon:

- Qualifications of Team – 60% of Total Score
- Understanding of Service – 35% of Total Score
- Location of Firm – 5% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Include an organizational chart. Describe the roles of the key members of the team as it relates to the successful completion of the project. Include key members of sub consultants and what roles will be completed by those sub consultants. Provide resumes for all key members. Up to three (3) references may be provided for use at the discretion of the scoring team.

Understanding of Service shall be scored based on the information provided in the proposal that details the understanding of the processes and milestones throughout the project to ensure that the project is completed successfully. Include relevant technical competence in the project areas, and past experience completing projects of similar scope.

Location of Firm will be based on location of the firm's office where project work will be completed. A maximum score will be awarded for firms completing work within the corporate limits of the city of Muskegon. Reduced scores will be awarded to firms proportional to their distance from the city of Muskegon.

INSURANCE REQUIREMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

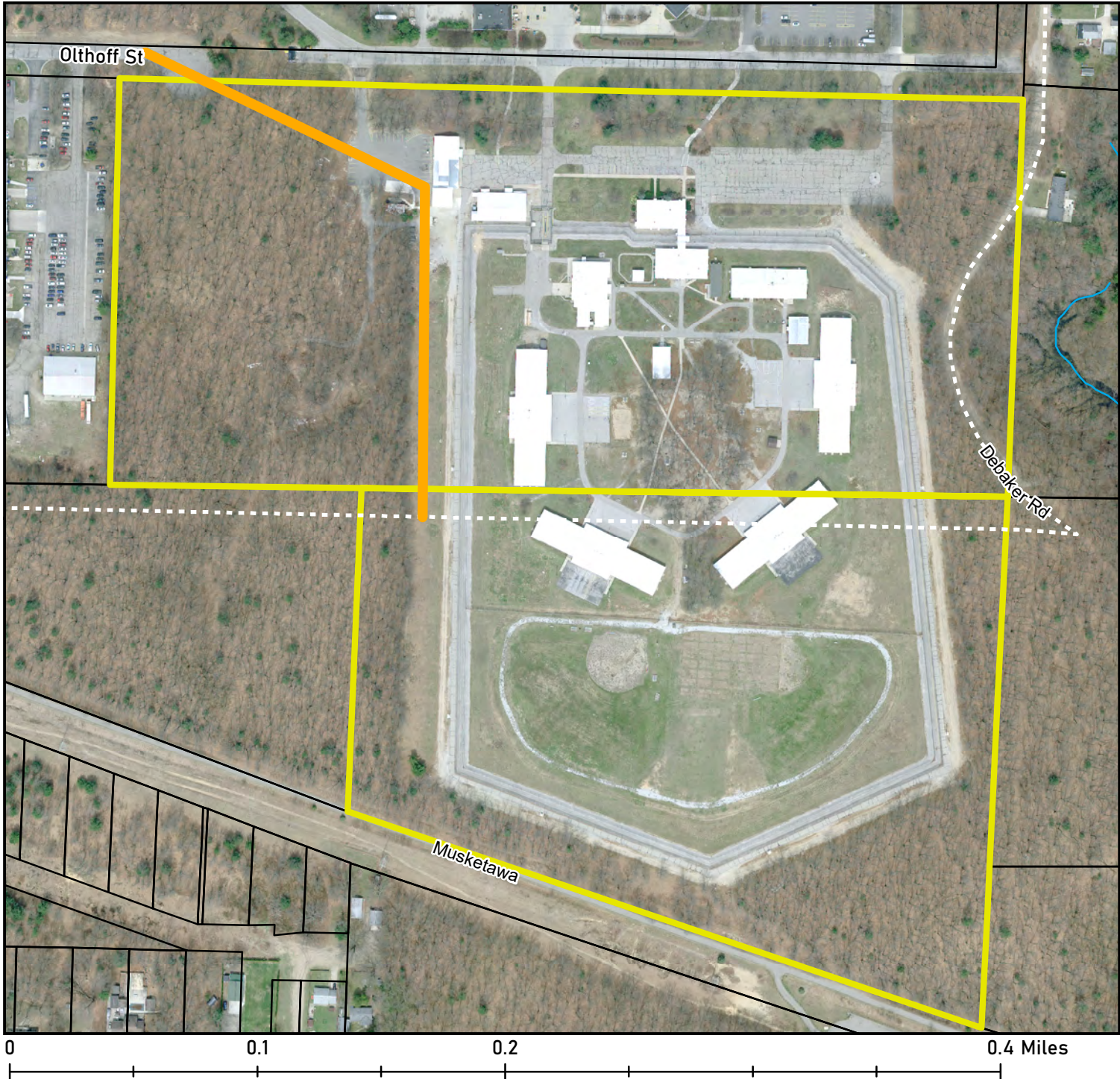
- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. **Consultant Insurance Requirements:** Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

Attachment C: Approximate Route of Access Road
Service Road - Port City Industrial Park
City of Muskegon

Date: 3/22/2021
Aerial Imaging: 2019



Legend

- Proposed Service Road - Port City Industrial Park
- Property Owner: City of Muskegon
- City Boundary
- Parcels
- Roads
- Rivers and Streams

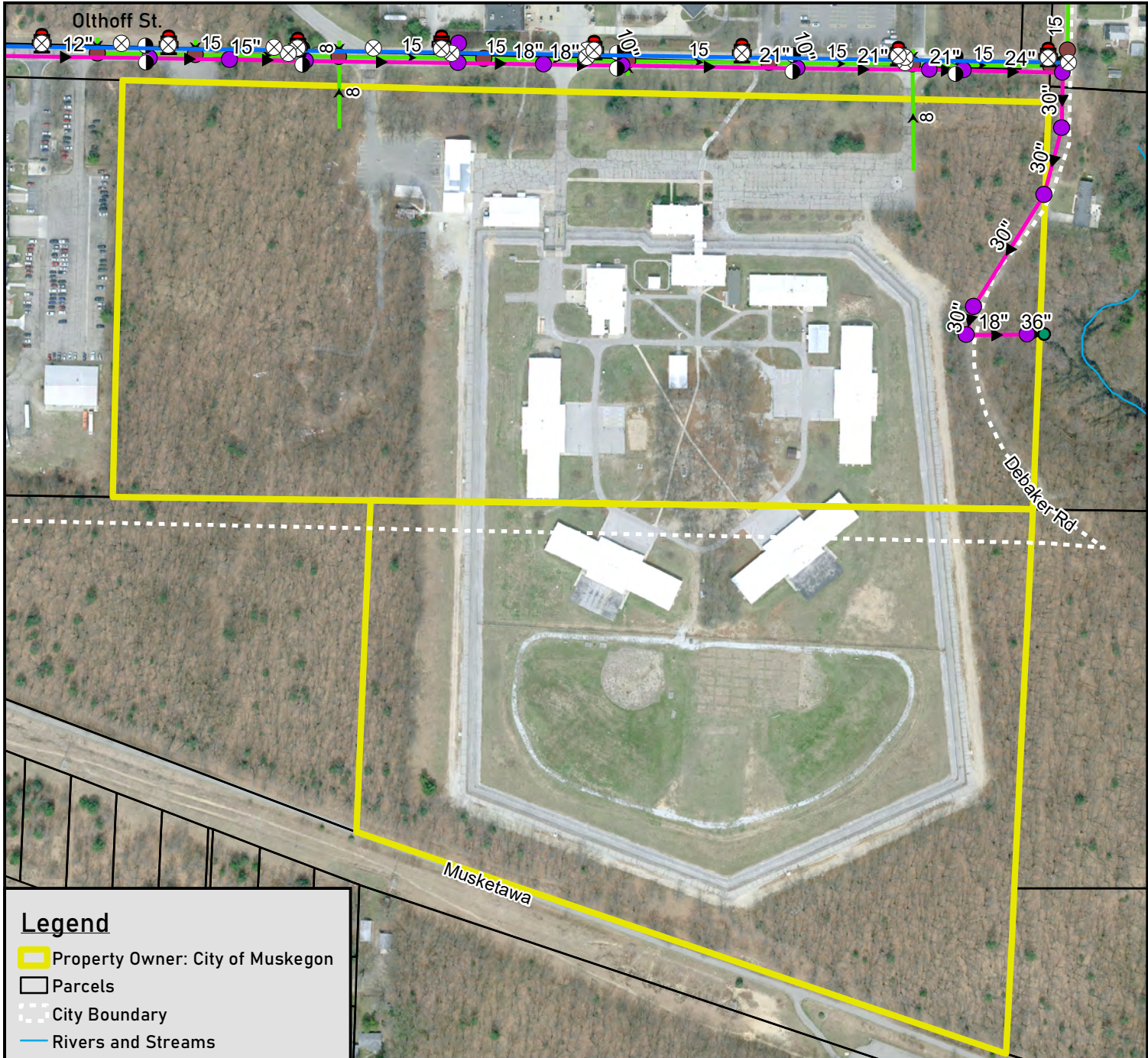
N



Engineering Department ©

Attachment A: Utility Location
Service Road - Port City Industrial Park
City of Muskegon

Date: 3/22/2021
Aerial Imaging: 2019



Legend

- Property Owner: City of Muskegon
- Parcels
- City Boundary
- Rivers and Streams
- Roads
- Valves
- Hydrants
- Water Main
- Catch Basin
- Outfall
- Storm Manhole
- Storm Gravity Main
- Sanitary Manhole
- Sanitary Gravity Main



Engineering Department ©

PORT CITY INDUSTRIAL CENTER NO. 6

S-424 ST-231 W-454 H-1169

EXISTING SANITARY SEWER
BUILT UNDER PERMIT #720469X
MUSKEGON COUNTY.
CITY OF MUSKEGON
ALLOCATION 1.91 CFS AT
POINT OF ENTRY M.H.O.

EXISTING 18" SAN SEWER

EXISTING 21" SANITARY SEWER

PROPOSED 15" SAN SEWER

S-424

PORT CITY

INDUSTRIAL

W-454

S-424

ST-231

H-1169

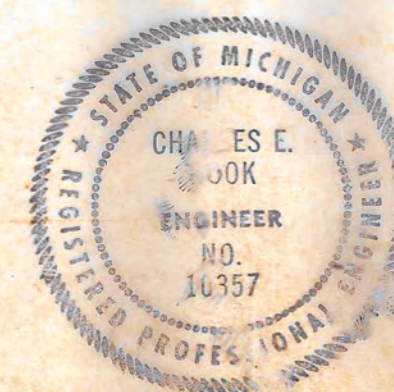
ST-230

CENTER NO. 6

CITY OF MUSKEGON ENGINEERING DEPT.

1980

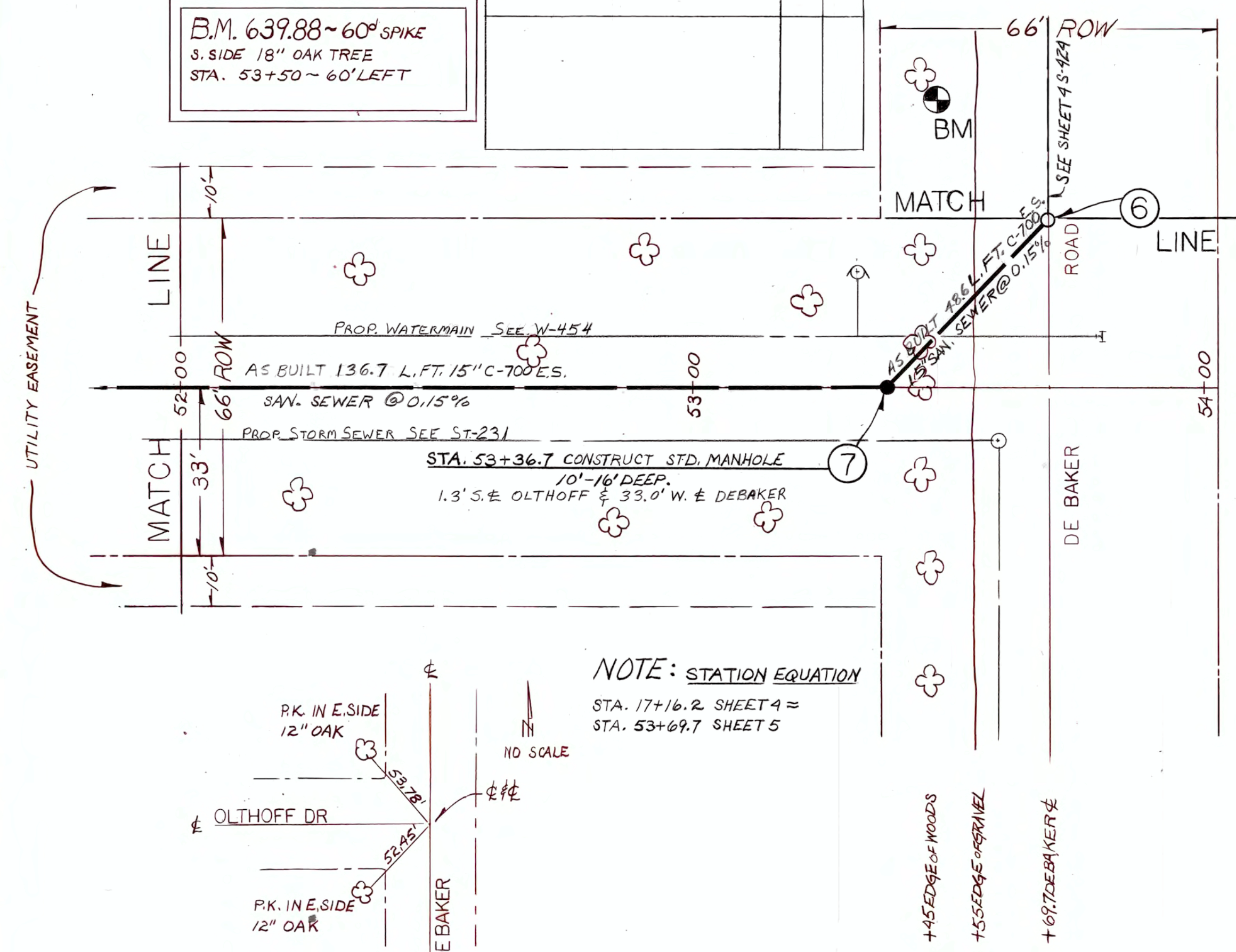
UDAG B 80-AA-26-00-34



S - 424

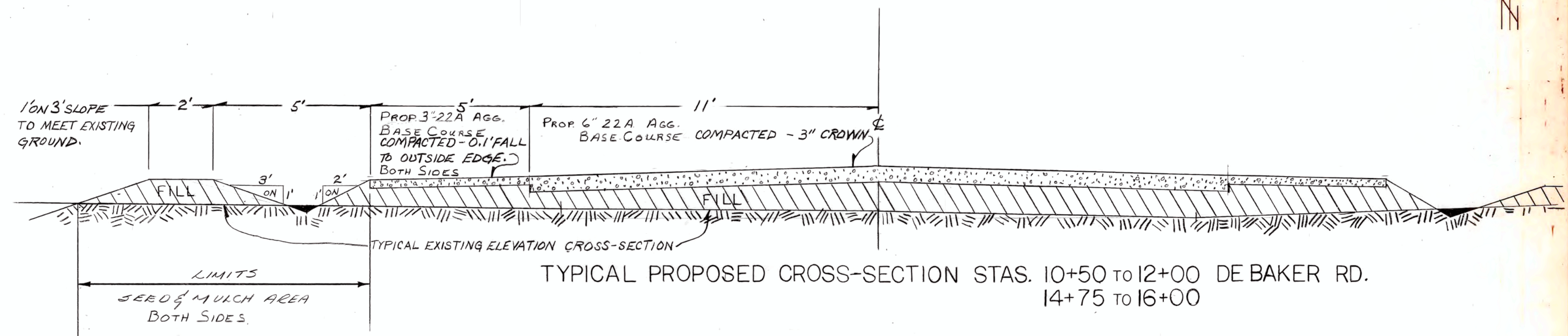
QUANTITIES THIS SHEET		
DESCRIPTION	AMT.	UNIT.
MANHOLE CASTING EJ#1000	1	EA.
MANHOLE STD. 4' I.D. 10'-6" DEEP	1	EA.
SAN. SEWER C-700 15" V.T.E.S.	183	L.F.T.

B.M. 639.88 ~ 60° SPIKE
S. SIDE 18" OAK TREE
STA. 53+50 ~ 60' LEFT



NOTE: STATION EQUATION
STA. 17+16.2 SHEET 4 =
STA. 53+69.7 SHEET 5

OLTHOFF DRIVE



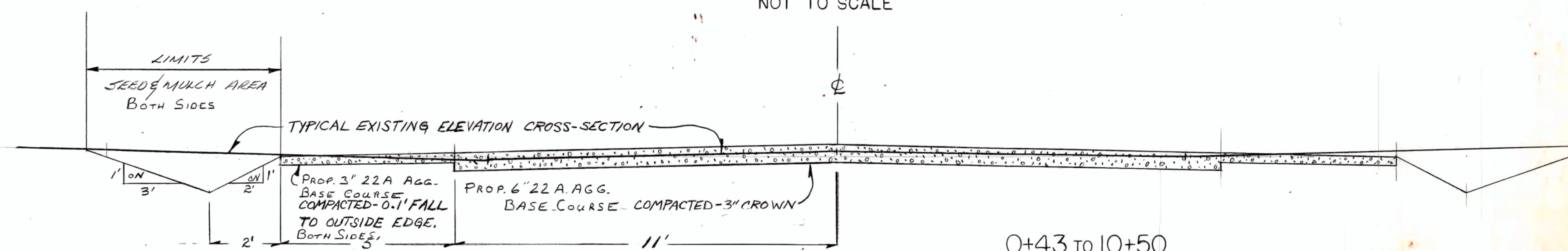
TYPICAL PROPOSED CROSS-SECTION STAS. 10+50 TO 12+00 DE BAKER RD.
14+75 TO 16+00

DETAIL 1

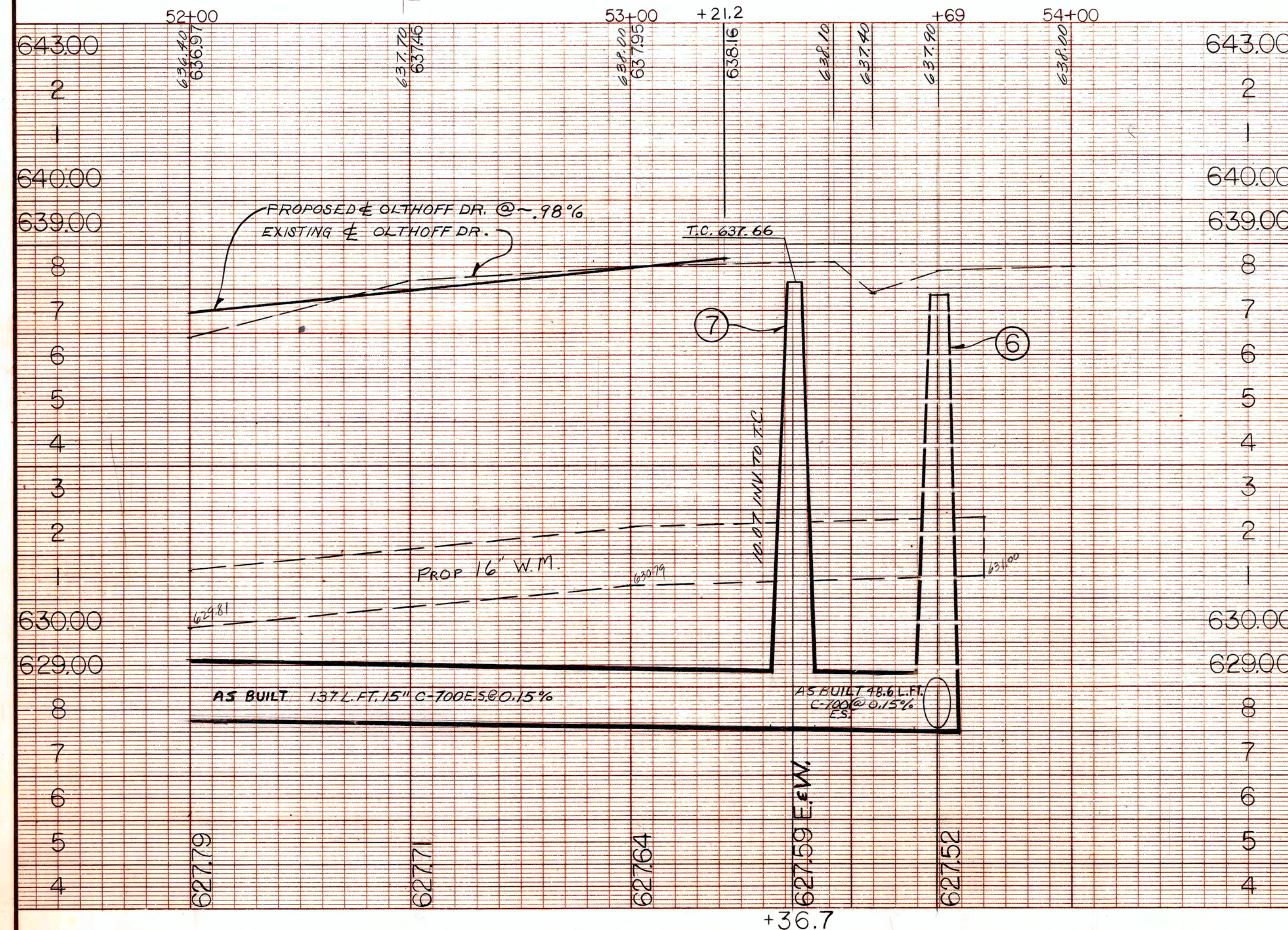
TRENCH REPAIR TYPE "B"

DETAIL 2

NOT TO SCALE



TYPICAL PROPOSED CROSS-SECTION STAS. 12+00 TO 14+75 DE BAKER RD.
16+00 TO 17+16

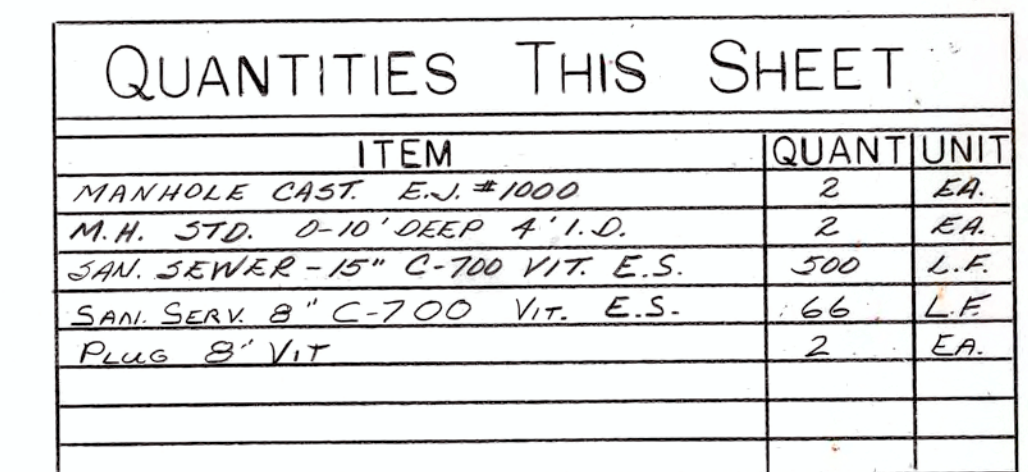


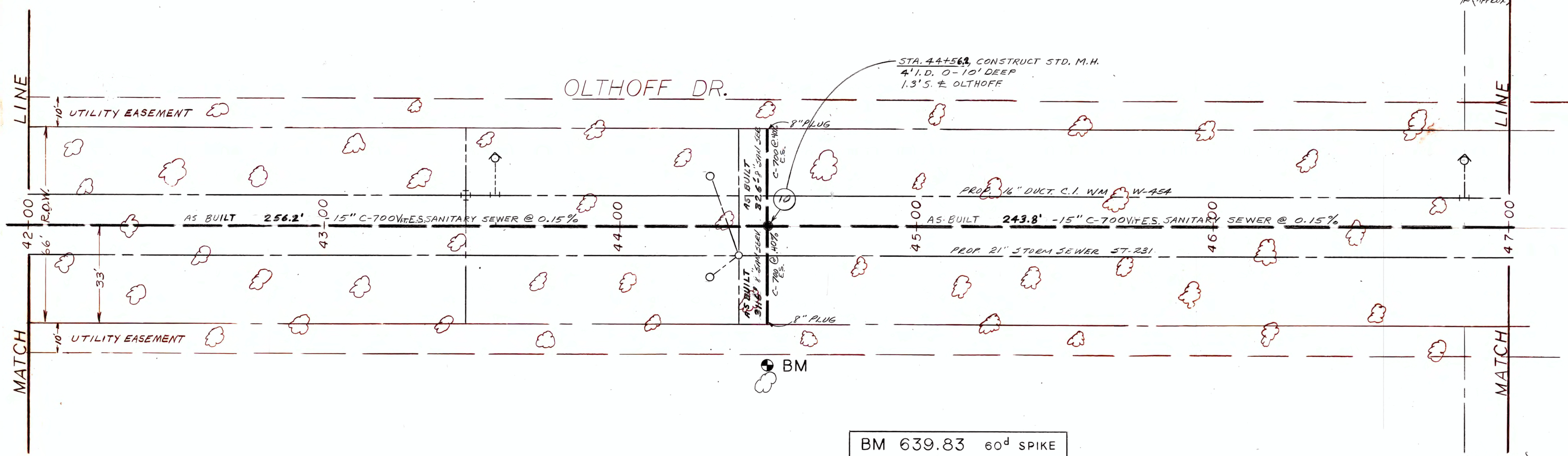
AS BUILT
DATE COMP. 11-15-80 DATE FIN. EST. 11-25-80
CONTRACTOR BOND CONSTRUCTION CO.
1605 IVANREST S.W.
GRANDVILLE, MICH 49418
PROJECT INSPECTOR D.V. ERICKSEN
RECORDED BY D.V. ERICKSEN DATE 12-15-80

CITY OF MUSKEGON				PORT CITY INDUSTRIAL CENTER NO. 6			
OFFICE OF THE CITY ENGINEER							
Drawn	1-80	Revision		Survey	SCOTT	12-79	
Checked	3-4-80	Revision		As-Built	D.V.E.	12-80	
Approved		Revision		Scale	H. 1"=20' V. 1"=2'		

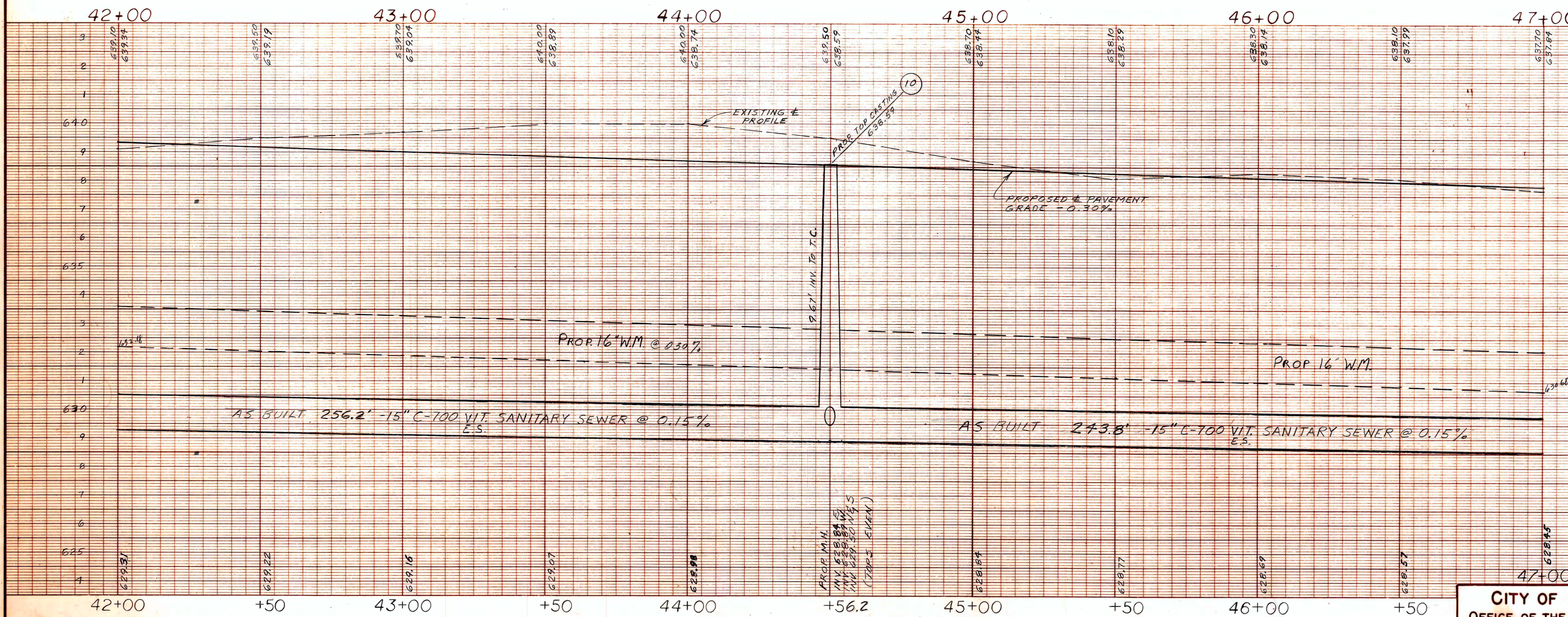
S-424

Sheet No. 5 of 10





QUANTITIES THIS SHEET		
MANHOLE STD. 4' I.D. 0-10' DEEP	1	EA
MANHOLE CASTING E.V. #1000	1	EA
SANITARY SEWER 15" C-700 VIT. E.S.	500	L.F.T.
SAN SERVICE 8" VIT C-700 VIT. E.S.	66	L.F.T.
PLUG 8" VIT.	2	EA



AS BUILT

DATE CORP. 11-15-80 DATE F.W. 11-25-80

CONTRACTOR BOND CONSTRUCTION CO.

1605 IVANKY ST. W.

GRANDVILLE, MI 49418

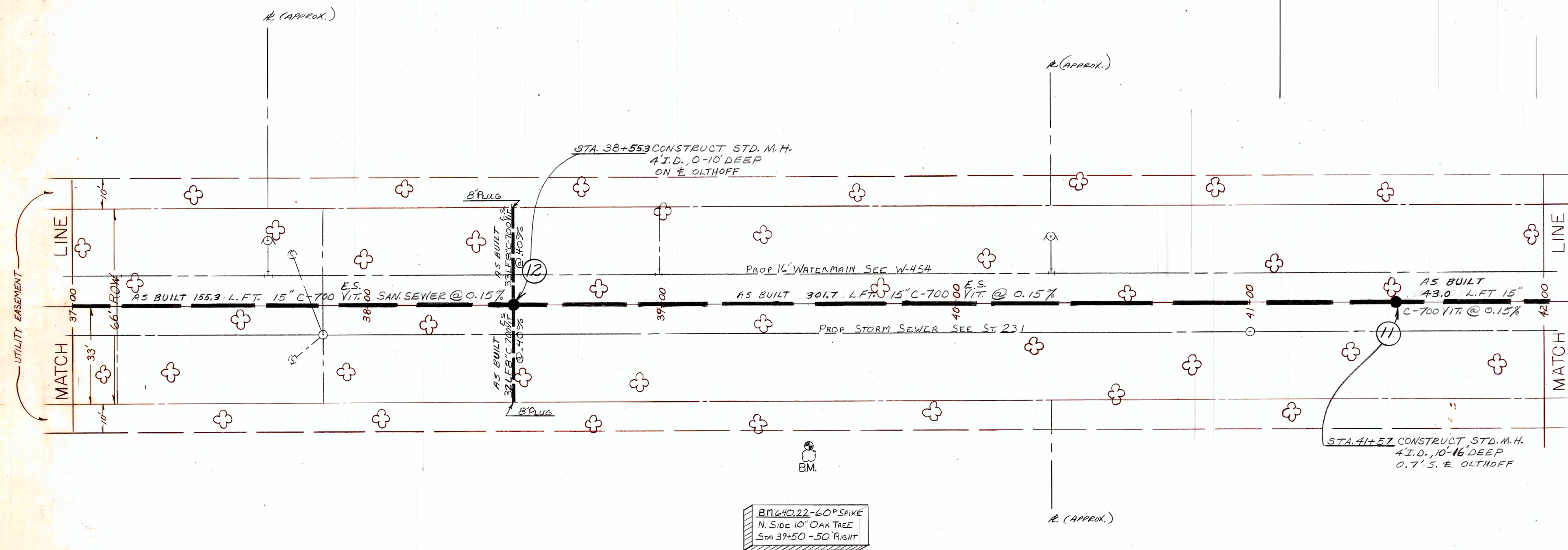
PROJECT IN CHARGE D.V. ERICKSEN

RECORDED BY D.V. ERICKSEN

PROPOSED BY D.V. ERICKSEN

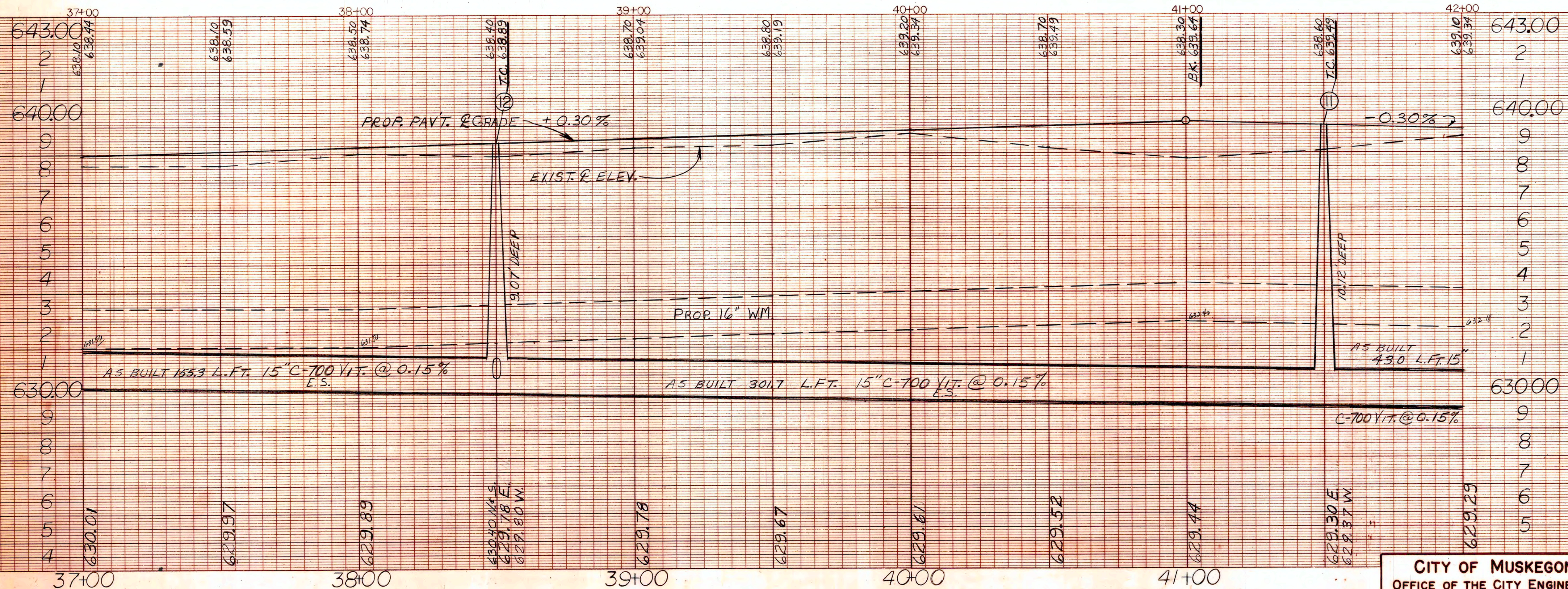
CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER NO. 6	
Drawn D.V. ERICKSEN 1-80	Revision	Survey C.A.S. 12-79	Project No. S-424
Checked P. W. 3-14-80	Revision	As-Built D.V.E. 1-81	
Approved	Revision	Scale H. 1"=20' V. 1"=2'	
Sheet No. 7 of 10			

OLTHOFF DRIVE



QUANTITIES THIS SHEET		
M.H. CASTING, EJ #1000	2	EA.
M.H. STD. 4' I.D. 0-10' DEEP	1	EA.
M.H. STD. 4' I.D. 10-16' DEEP	1	EA.
SAN. SEWER 15" C-700 VIT. E.S.	500	L.F.
SAN. SERV. 8" C-700 VIT. E.S.	66	L.F.
PLUG 8" VIT.	2	EA.

BM 420.22-60° SPIKE
N. SIDE 10" OAK TREE
Sta 39+50 - 50 RIGHT



AS-BUILT
DATE 11-15-80
CONTRACTOR: RAND CONSTRUCTION CO.
4605 EVANCREST S.W.
GRANDVILLE, MI 49418
PROJECT SUPERVISOR: J.V. LICKSEN
RECORDED BY: D. LICKSEN DATE: 1-5-81

CITY OF MUSKEGON		PORT CITY INDUSTRIAL CENTER NO. 6	
OFFICE OF THE CITY ENGINEER			
Drawn: B.H.	1-80	Survey: Scott	12-79
Checked: P. White	7-4-80	As-Built: D.V.E.	1-81
Approved:		Scale: H/1"=20'	V/1"=2'
		Sheet No. 3 of 10	

OLTHOFF DRIVE

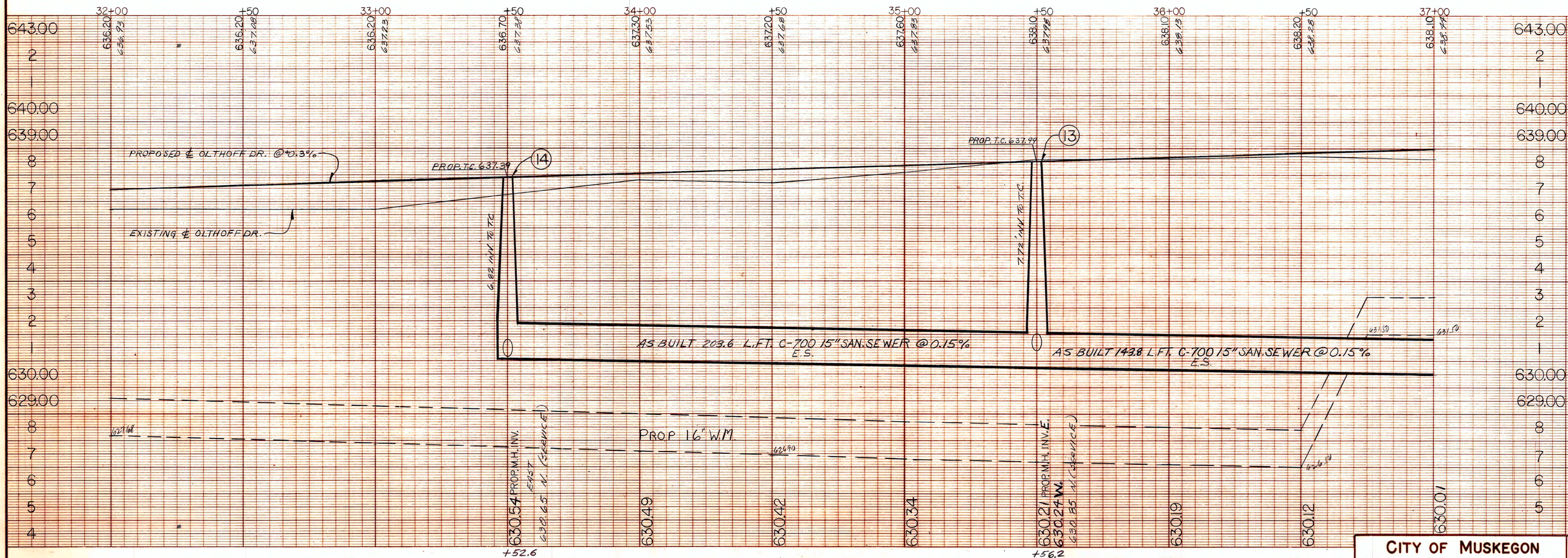
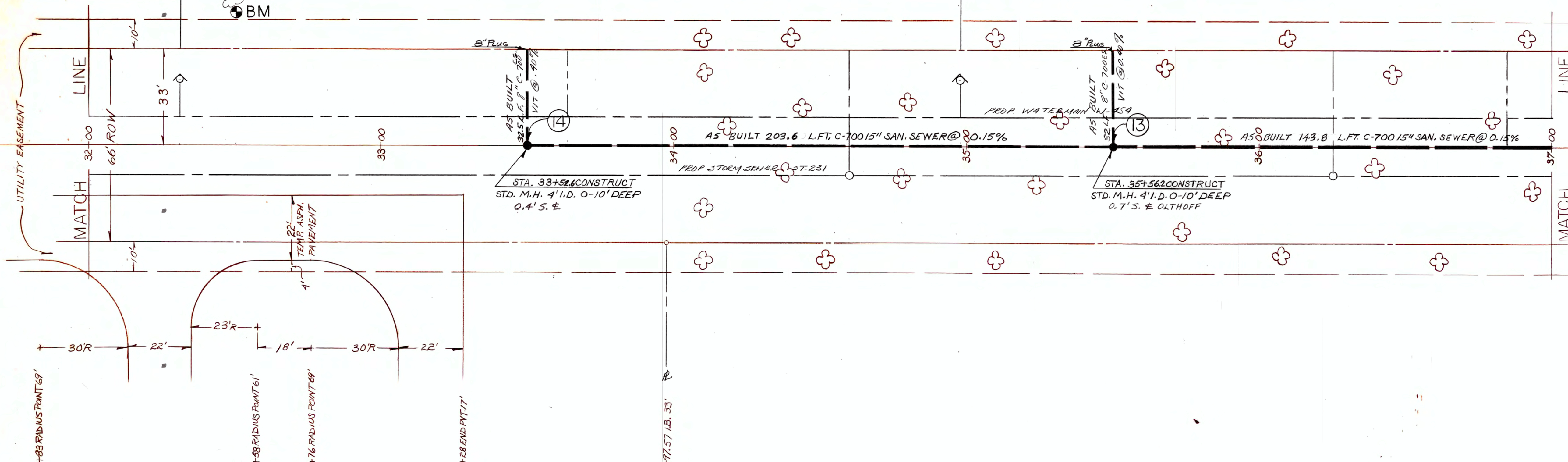
A. (APPROX.)

A. (APPROX.)

B.M. ELEV. 638.90
60" SPIKE SOUTH SIDE
8" OAK TREE STA. 32+50
45' LEFT.



QUANTITIES THIS SHEET	
DESCRIPTION	AMT. UNIT
MANHOLE CASTING 4' DIA. OR EQ.	2 EA.
STD. MANHOLE 4' DIA. 0-10' DEEP	2 EA.
SAN. SEWER C-700 15" VIT. E.S.	350 L.F.T.
SAN. SERVICE 8" C-700 VIT E.S.	46 L.F.T.
PLUG - 8" VIT	2 EA.



AS BUILT
DATE COMP. 11-15-80 DATE FLD. 11-25-80
CONTRACTOR BOND CONSTRUCTION CO.
1605 IVANKEST S.W.
GRANDVILLE, MI 49418
PROJECT INSPECTOR D.V. FRICKSON
RECORDED BY D.V. FRICKSON DATE 1-5-80

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				PORT CITY INDUSTRIAL CENTER NO. 6			
Drawn <i>W. Scott</i>	1-80	Revision		Survey <i>SCOTT</i>	12-79		
Checked <i>P. W. 1-81</i>	1-81	Revision		As-Built <i>D.V.E.</i>	1-81		
Approved		Revision		Scale H 1" = 20' V 1" = 2'			

S-424

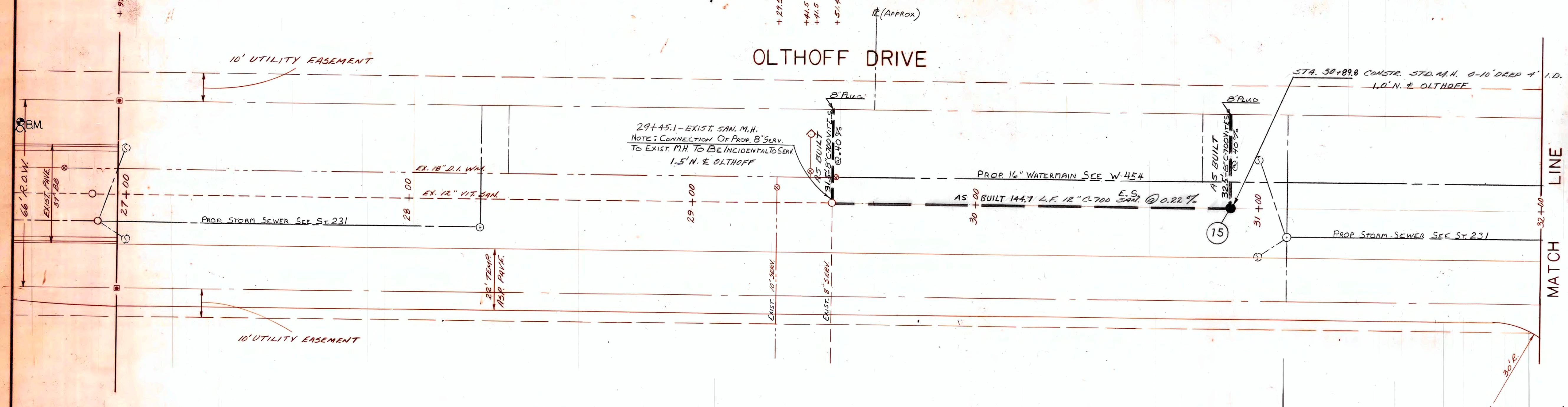
Sheet No. 9 of 10

B.M. 636.85 B. Bolt Under
E. in East Jordan on Hyd.
Sta. 26+58 Left

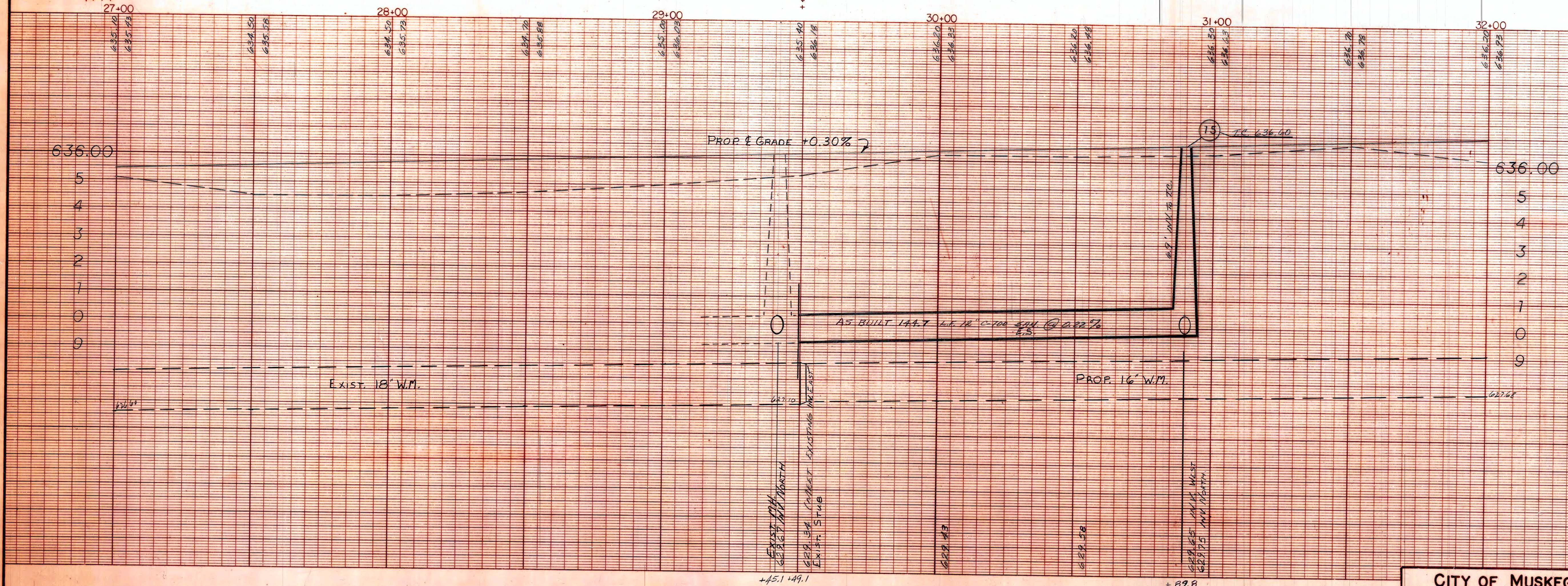


OLTHOFF DRIVE

QUANTITIES THIS SHEET		
ITEM	QUANTITY	
MANHOLE CAST E.S. #1000	1	EA.
M.H. STD. 0-10' DEEP A.I.D.	1	EA.
SAN. SEWER 12" C-700 VIT. E.S.	141	L.F.
SAN. SERV. B' C-700 VIT. E.S.	66	L.F.
Plug B' VIT.	2	EA.



NOTE: THE N. UTILITY EASEMENT
CONTAINS GAS, PHONE & ELECTRIC
LINES WHICH CROSS THE R.O.W.
TO THE SOUTH.



AS-BUILT
DATE COMD. 11-15-80 DATE FOR. 11-25-80
CONTRACTOR: BOND CONSTRUCTION CO.
1605 IVANREST S.W.
GRANDVILLE, MICH. 49418
PROJECT INSPECTOR: B. H. JOHNSON
RECORDED BY: D. V. FRICKSON DATE: 1-5-81

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				PORT CITY INDUSTRIAL CENTER No. 6			
Drawn	W.P.	1-80	Revision	Survey	C.A.S.	12-79	S-424 Project No.
Checked	D. V. E.	3-14-81	Revision	As-Built	D.V.E.	1-81	
Approved			Revision	Scale	H, 1" = 20' V, 1" = 2'	Sheet No. 10 of 10	

St - 231

BM 642.21-60° SPIKE
IN E. SIDE 15' OAK TREE
STA. 22+75-20' RIGHT

0-29 Eas. Road &

0-12 Eas. Road &

400' E. DEBAKER

408 Eas. Road &

435 Eas. Road &

452 Top Bank &

414 Bottom Bank &

423 Eas. Road &

430 Eas. Road &

TP-1-626.05-60° SPIKE B" TREE
TP-2-618.00-60° SPIKE 10' OAK

NOTE: THE CONTRACTOR SHALL CLEAN OUT
SEDIMENTATION AREA AND CHANNELIZE FOR
SMOOTH FLOW DISCHARGE AS DIRECTED BY
THE ENGINEER. TO BE INCIDENTAL TO RIP RAP
ALSO TO INCLUDE SEED & MULCH AS NECESSARY

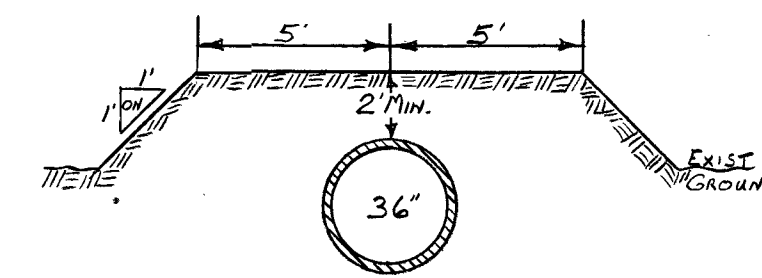
NOTE:
TREE REMOVAL SHALL BE HELD TO A MINIMUM
FROM STA. 0+33 TO 1+77 AND WILL BE INCIDENTAL
TO STORM SEWER.

QUANTITIES THIS SHEET		
MANHOLE CASTING EX-1000 CIRCULAR	2	EA
MANHOLE STD. 5' TO 0'-10' DEEP	1	EA
MANHOLE STD. 1/6'-25' DEEP	1	EA
STORM SEWER 18" C-76 CL III	126	LF
STORM SEWER 36" C-76 CL III	40	LF
3" OF TOPSOIL IN PLACE	140	LF
SEED & MULCH	140	LF
CONC. HEADWALL INSTALLED COMPLETE	1	WGP
RIP RAP IN PLACE	1	WGP

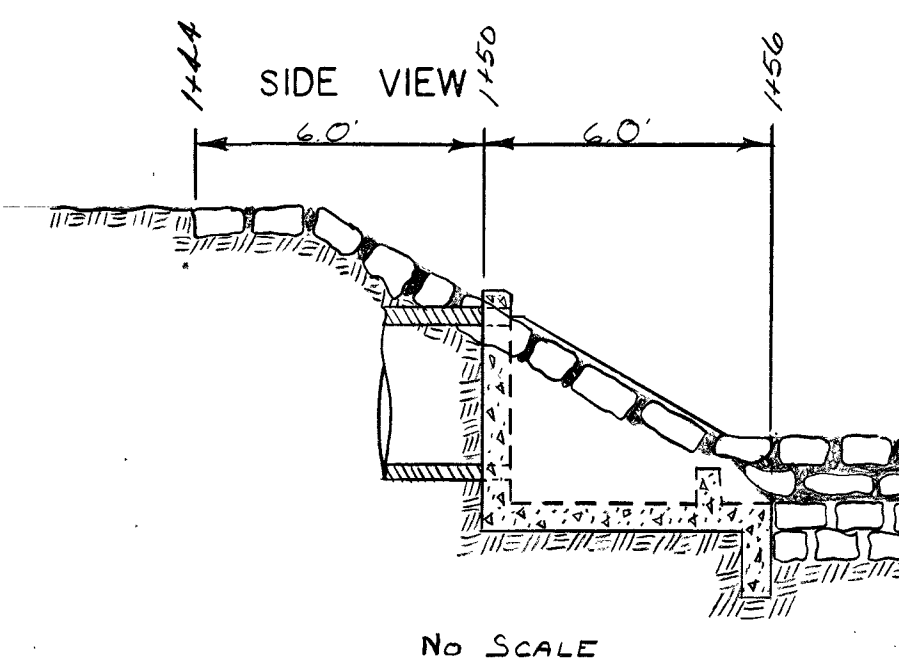
NOTE: RIP-RAP

THE CONTRACTOR MAY USE BROKEN CONCRETE,
6" MINIMUM THICKNESS OR BOULDERS 8" OR LARGER

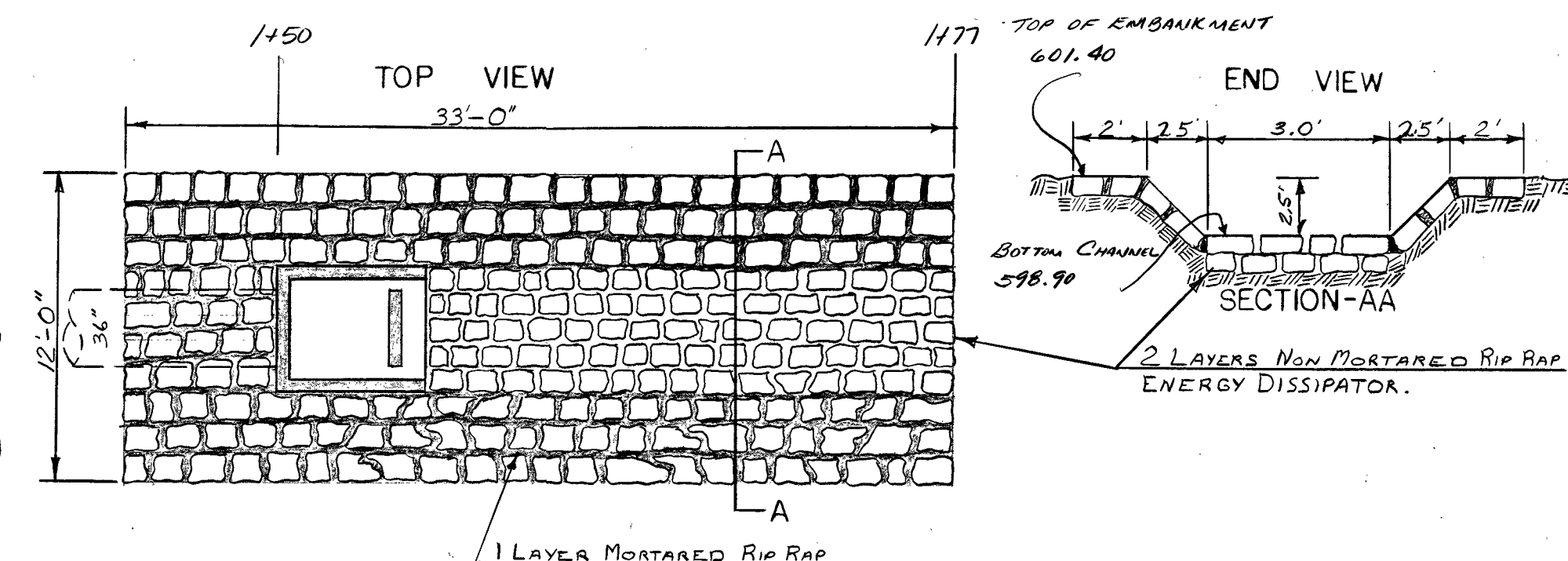
RIP RAP AND
STORM SEWER OUTLET DETAIL



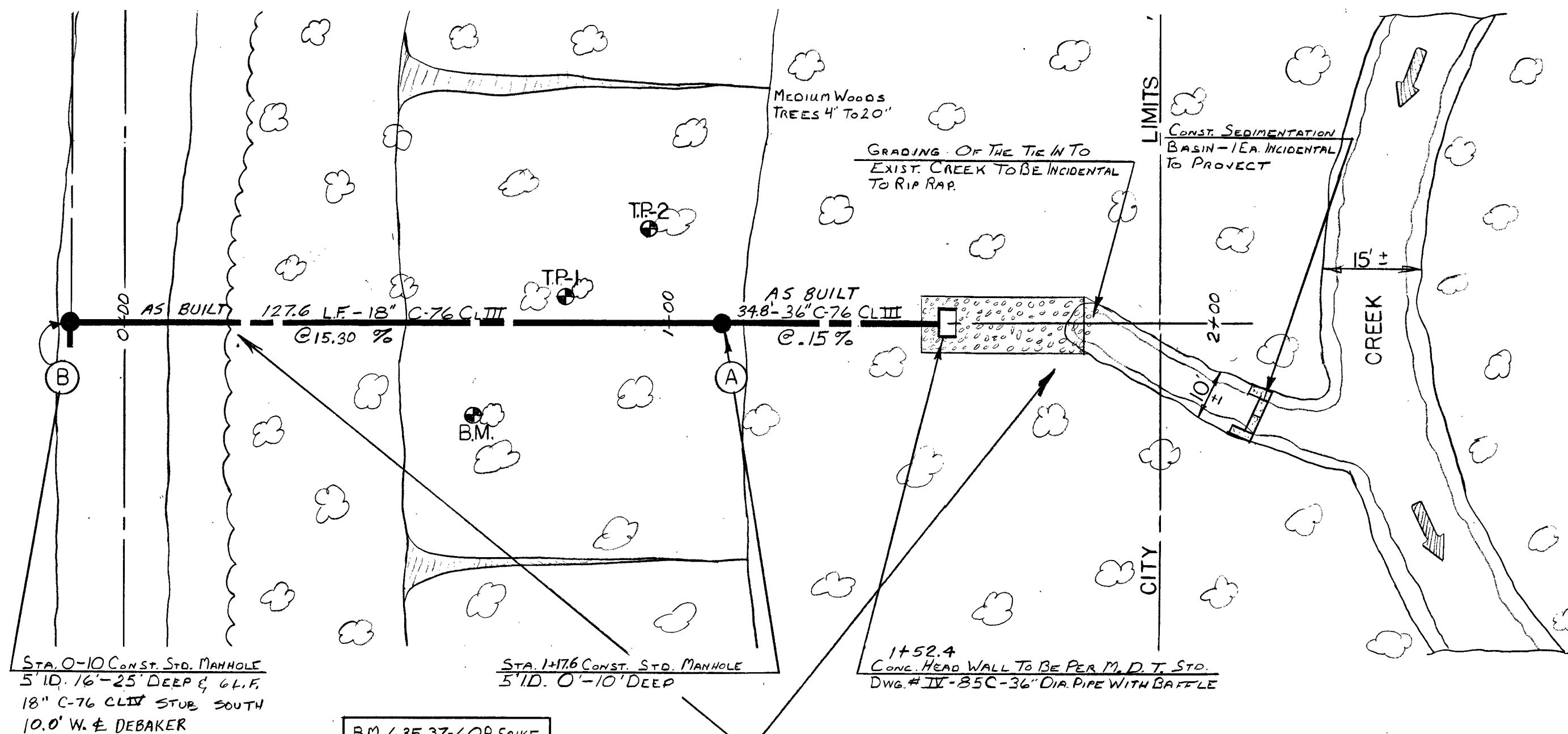
TYPICAL CROSS SECTION FILL
FROM STA. 1+14 TO 1+40 TO BE
INCIDENTAL TO STORM SEWER.



NO SCALE



NOTE:
STA. 0+00 SHEET 1 = 23+33
SHEET 2

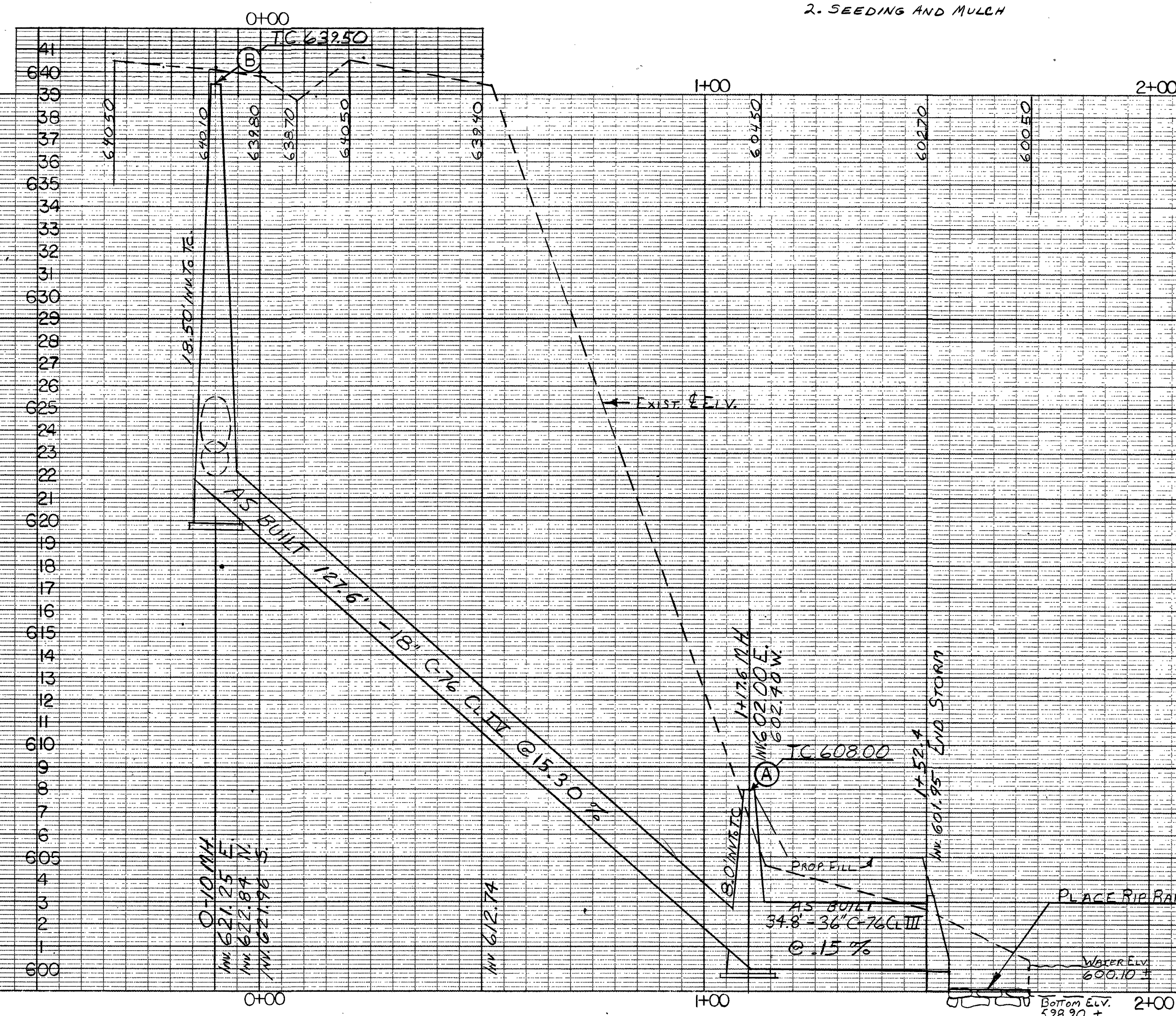


STA. 0+10 CONST. STD. MANHOLE
5' ID. 1/6'-25' DEEP 4' G.L.F.
18" C-76 CL III STUB SOUTH
10.0' W. & DEBAKER

STA. 1+76 CONST. STD. MANHOLE
5' ID. 0'-10' DEEP

BM 635.37-60° SPIKE
IN E. SIDE 12' OAK TREE
STA. 0+65-17' RIGHT

TRENCH REPAIR TYPE "C" - 144 LIN. FT.
FROM 0+33 TO 1+77 THE CONTRACTOR
SHALL PLACE THE FOLLOWING DESCRIBED
ITEMS FOR THE FULL WIDTH OF DISTURBED AREA.
1. TOP SOIL @ 3" THICK
2. SEEDING AND MULCH



AS-BUILT
DATE COMP. 11-15-80 DATE FIN. EST. 11-25-80
CONTRACTOR BOND CONSTRUCTION CO.
1405 AVANREST S.W.
GRANDVILLE, MI. 49418
PROJECT INSPECTOR D.W. FRICKSEN
RECORDED BY D.W. FRICKSEN DATE 1-5-81

CITY OF MUSKEGON
OFFICE OF THE CITY ENGINEER

PORT CITY INDUSTRIAL
CENTER No. 6

Drawn SCOTT Jan-80
Checked D.V.E. 1-81
Approved

Survey SCOTT DEC-79
As-Built D.V.E. 1-81
Scale 1" = 20'

ST-231
Project No.
Sheet No. 1 of 3

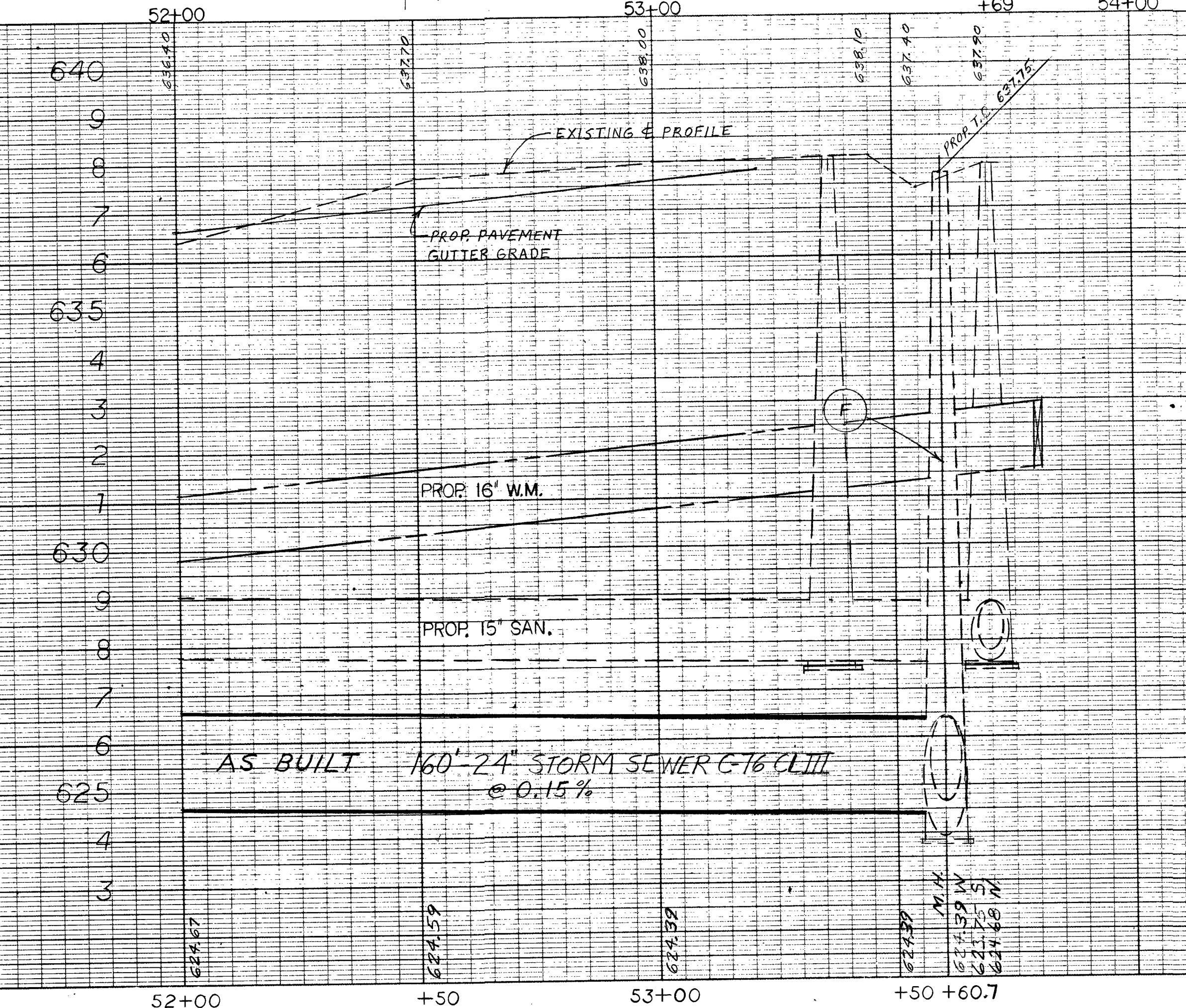
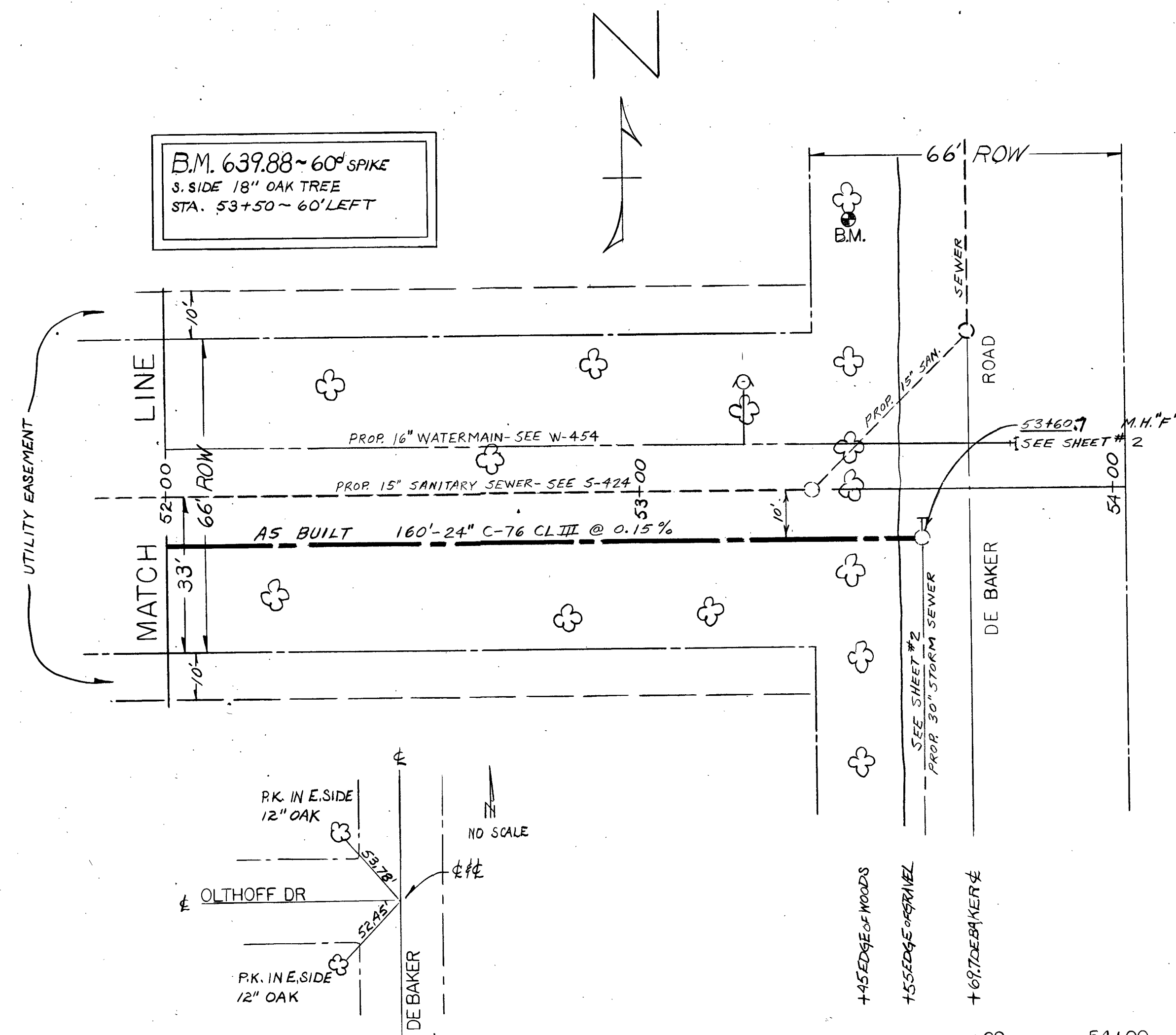
QUANTITIES THIS SHEET		
MANHOLE CASTING EX. #1000 OR EQUAL	4	Ea.
MANHOLE STD. 5' I.D. 10'-16' DEEP	2	Ea.
MANHOLE STD. 5' I.D. 16'-25' DEEP	2	Ea.
STORM SEWER 30" C-76 CL III	602	L.F.
STORM SEWER 21" C-76 CL III	6	L.F.
TRENCH REPAIR TYPE "B"	659	L.F.

NOTE:
IF TREE REMOVAL IS REQUIRED FROM
STA 17+49 TO STA 23+75 IT WILL BE
INCIDENTAL TO STORM SEWER

AS-BUILT
DATE COMP. 11/15/80 DATE FIN. EST. 11-25-80
CONTRACTOR BOND CONSTRUCTION CO.
1685 I VANCE ST. W.
GRANDVILLE, MI. 49418
PROJECT INSPECTOR D. W. ERICKSEN
RECORDED BY D. W. ERICKSEN DATE 1-6-81

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER NO. 6	
Drawn SCOTT	Jan. 80	Revision	
Checked D. W. E.	1-81	Revision	
Approved		Revision	
Survey SCOTT	Dec. 79	ST. 231	
As-Built D. W. E.	1-81	Project No.	
Scale 1" = 20'		Sheet No. 2 of 8	

OLTHOFF DRIVE

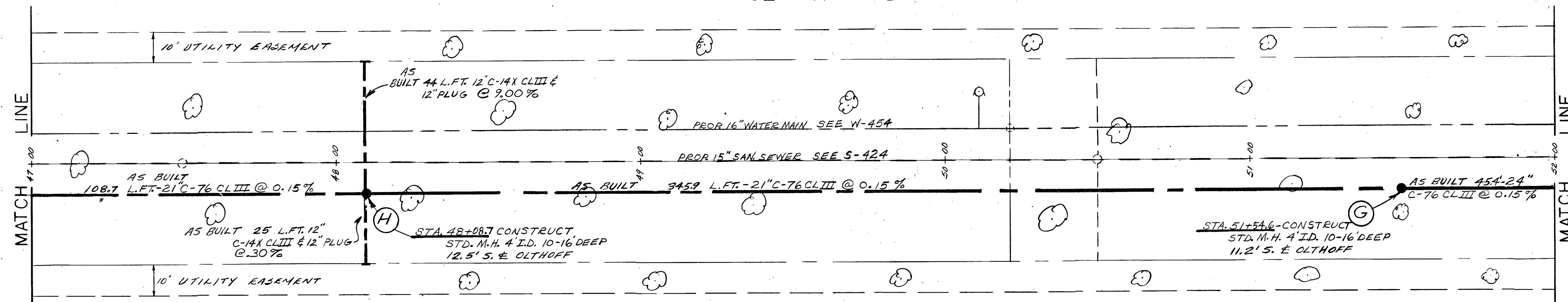


DATE COMP. 1/25/80
CONTRACTOR BOND CONSTRUCTION CO.
PROJECT SUPERVISOR D. V. ERICKSEN
RECORDED BY D. V. ERICKSEN DATE 1-6-81

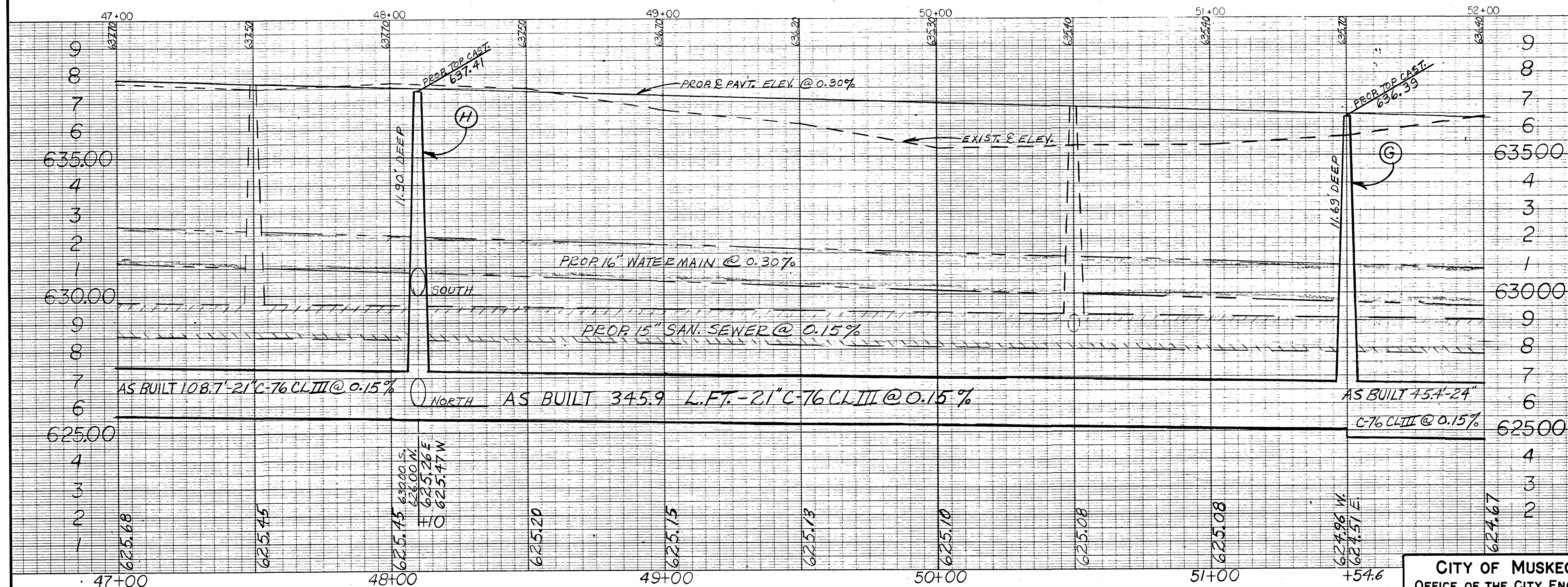
CITY OF MUSKEGON				PORT CITY INDUSTRIAL CENTER NO. 6			
OFFICE OF THE CITY ENGINEER							
Drawn D.V. ERICKSEN	1-80	Revision		Survey C.A.S.	12-79	Project No.	ST-231
Checked		Revision		As-Built D.V.E.	1-81	Sheet No.	3 of 3
Approved		Revision		Scale 1" = 20'			

B.M. 638.69 60° SPIKE
 S.SIDE 10" OAK STA. 49+40
 50' LEFT.

OLTHOFF DR.



QUANTITIES THIS SHEET			
2	M.H. CASTING E.J.#1000	2	EA.
4	M.H. STD. 4' I.D. 10-16' DEEP	2	EA.
11	ST. SEWER 12" C-14X CLIII	66	L.F.T.
15	ST. SEWER 21" C-76 CLIII	450	L.F.T.
16	ST. SEWER 24" C-76 CLIII	50	L.F.T.
8	PLUG 12"	2	EA.



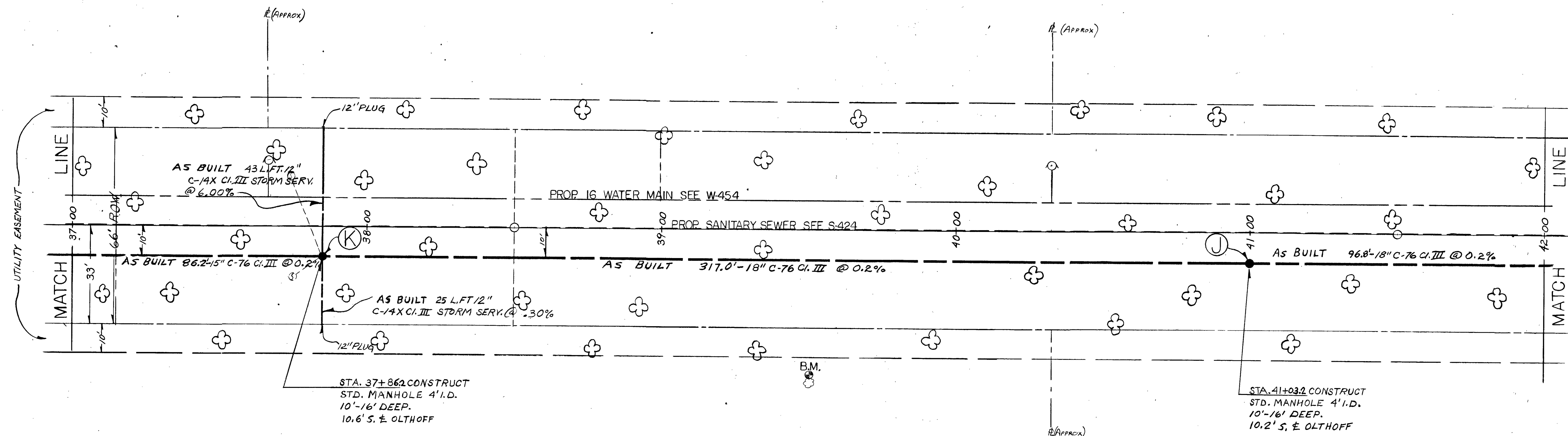
DESIGNED BY: J. H. HARRIS
 11-15-80
 11-25-80
 BOND CONSTRUCTION CO.
 4408 IVANKIST S.W.
 GRANDVILLE, MI 49418
 REVIEWED BY: D. VERICKSEN 1-6-81

CITY OF MUSKEGON		PORT CITY INDUSTRIAL CENTER NO. 6	
OFFICE OF THE CITY ENGINEER			
Drawn BH	2-80	Revision	
Checked		Revision	
Approved		Revision	
Survey CAS	12-79	ST-231	
As-Built D.V.E.	1-81	Project No.	
Scale 1"=20'		Sheet No. 4 of 8	

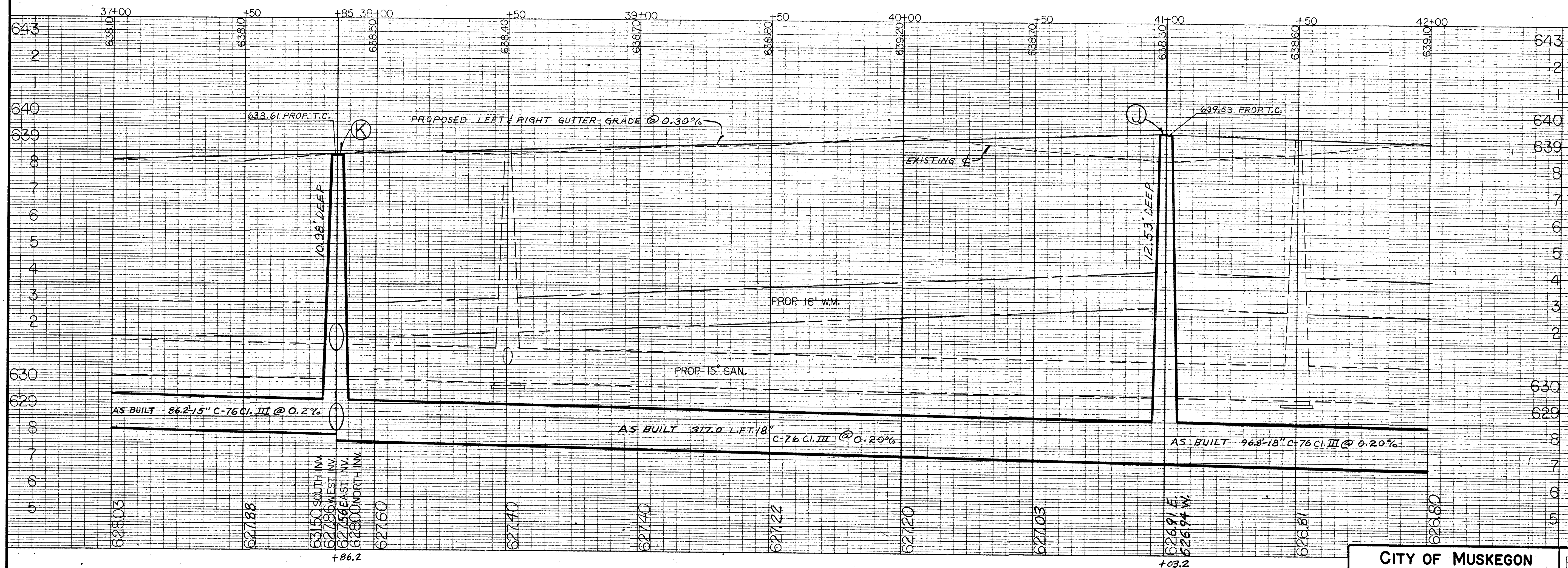
OLTHOFF DRIVE



QUANTITIES THIS SHEET	
DESCRIPTION	AMT/UNT
MANHOLE CASTING EJ#1000	2 EA.
MANHOLE STD. 4' I.D. 10'-16' DEEP	2 EA.
STORM SEWER 12" C-14X CI.III	66 L.FT.
STORM SEWER 15" C-76 CI.III	85 L.FT.
STORM SEWER 18" C-76 CI.III	415 L.FT.
PLUG 12"	2 EA.



B.M. 640.22~60'
SPIKE N. SIDE 10" OAK
TREE STA. 39+50.
50' RIGHT.



DATE: 11-15-80
CONTRACTOR: BOND CONSTRUCTION CO.
PROJECT: PORT CITY INDUSTRIAL CENTER NO. 6
DESIGNED BY: D. V. ERIKSEN
CHECKED BY: D. V. ERIKSEN
DATE: 11-25-80

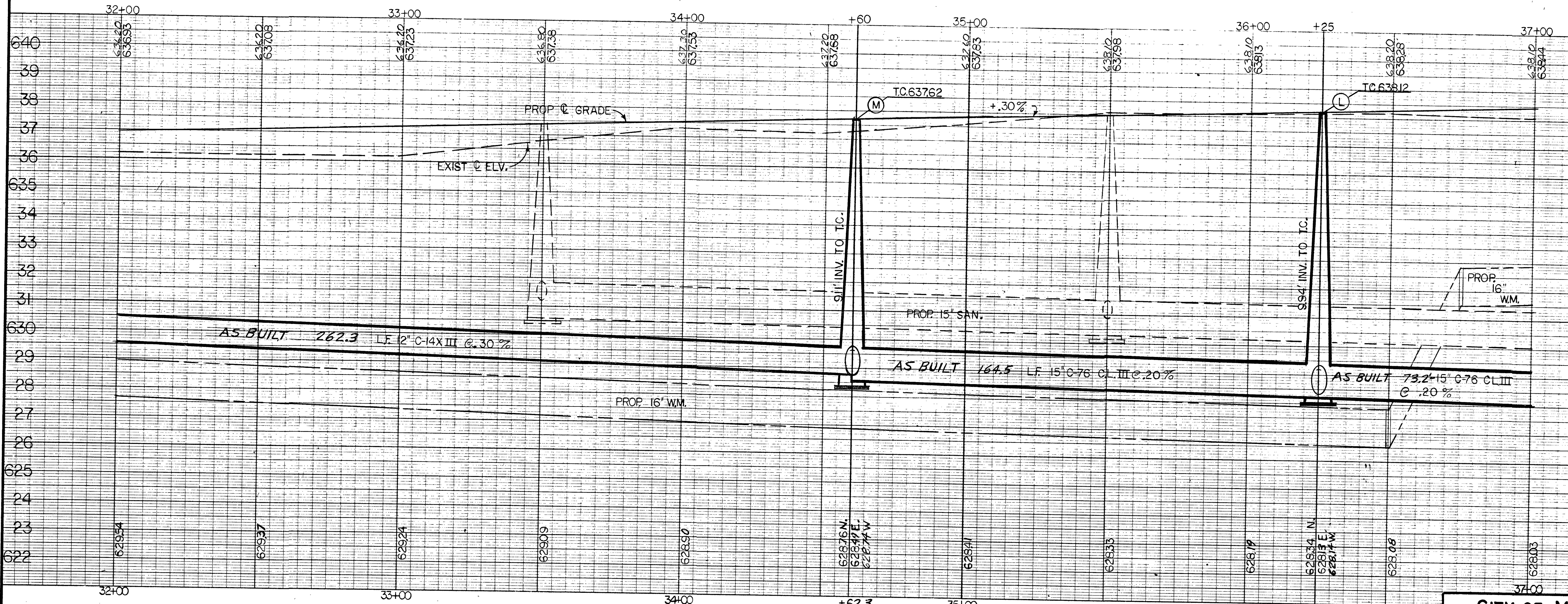
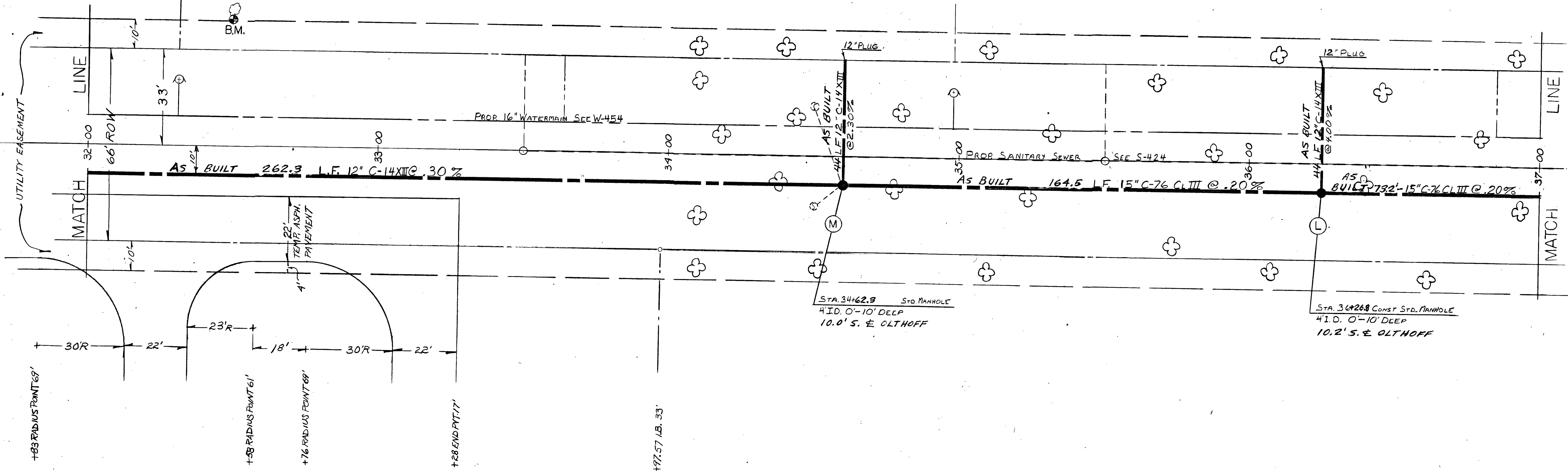
CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER NO. 6	
Drawn: <i>[Signature]</i>	2-80	Survey: SCOTT	12-79
Checked: <i>[Signature]</i>		As-Built: D.V.E.	1-81
Approved: <i>[Signature]</i>		Scale: 1"=20'	Project No. ST-231
			Sheet No. 6 of 8

OLTHOFF DRIVE



QUANTITIES THIS SHEET		
MANHOLE CASTING EX. 1000 OR EQUAL	2	EA.
MANHOLE STA. 4" ID. 0'-10" DEEP	2	EA.
STORM SEWER 12" C-14XIII	346	L.F.
STORM SEWER 15" C-76 CLIII	240	L.F.
PLUG 12"	2	EA.

BM. ELEV. 638.90
60" SPIKE SOUTH SIDE
8" OAK TREE STA. 32+50
45' LEFT.

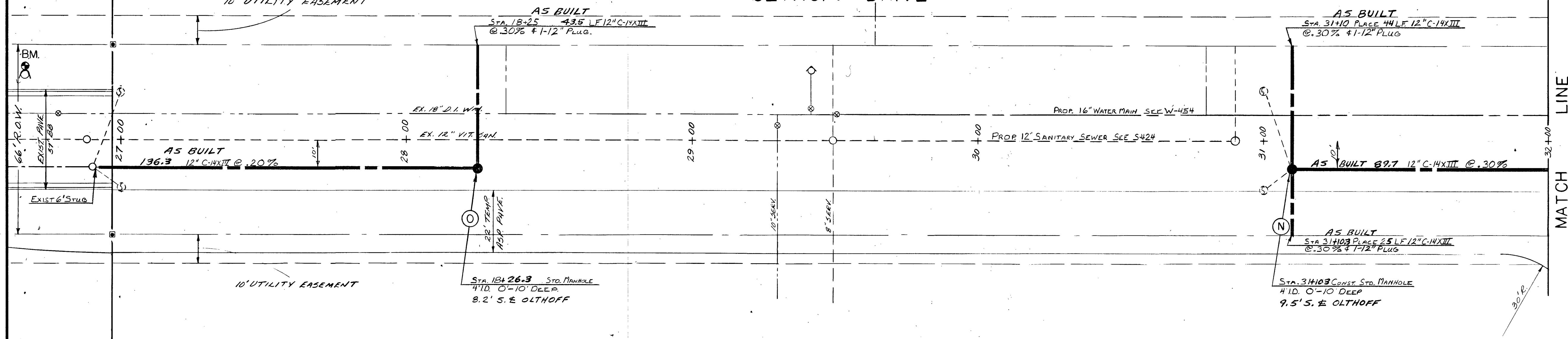


CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER No. 6	
Drawn SCOTT	Feb 80	Revision	
Checked D.V.E.	1-81	Revision	
Approved		Revision	
Survey SCOTT	Dec 79	ST. 231	
As-Built D.V.E.	1-81	Project No.	
Scale 1" = 20'		Sheet No. 7 of 8	

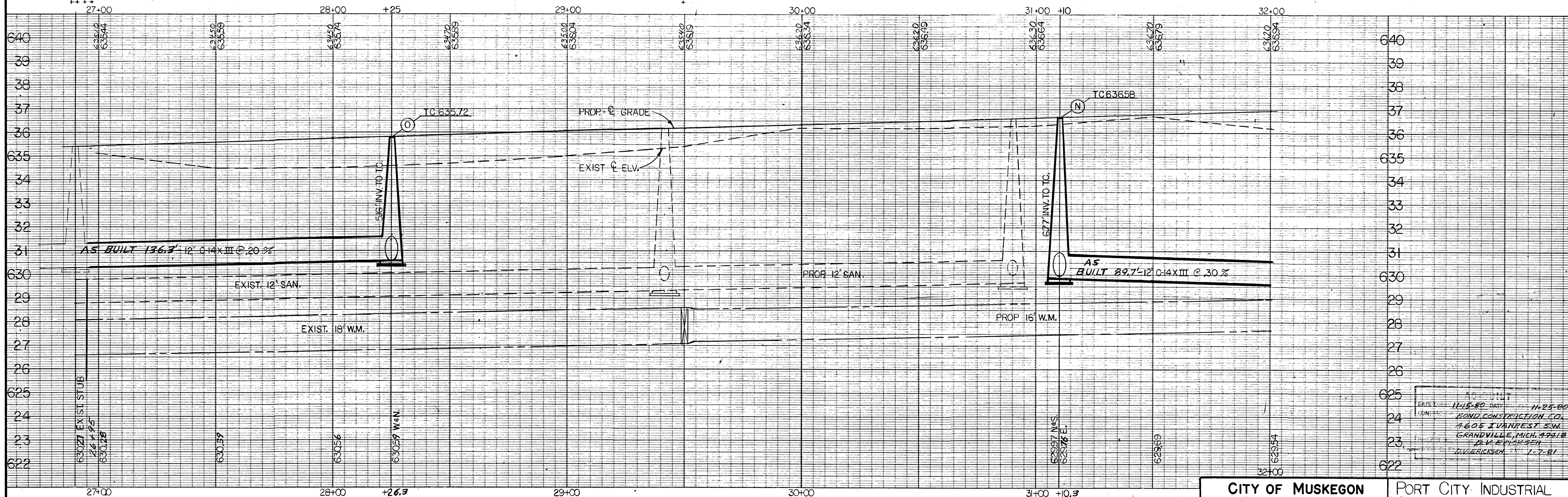
B.M. 636.85 B. Bolt Under
E. in East Jordan on Hyd.
Sta. 26+58 Left

OLTHOFF DRIVE

QUANTITIES THIS SHEET		
MANHOLE CASTING EX 1000 OR EQUAL	2	EA.
MANHOLE STD. 4' ID. 0'-10' DEEP	2	EA.
STANDARD SEWER 12" C-14XIII	329	LINE
Plug 10'	3	EA.



NOTE: THE N. UTILITY EASEMENT
CONTAINS GAS, PHONE & ELECTRIC
LINES WHICH CROSS THE R.O.W.
TO THE SOUTH.

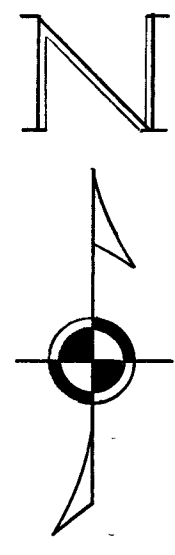


CITY OF MUSKEGON				PORT CITY INDUSTRIAL CENTER No. 6	
OFFICE OF THE CITY ENGINEER					
Drawn C.A.S.	FEB. 80	Revision	Survey C.A.S.	DEC. 79	ST. 231
Checked		Revision	As-Built D.V.E.	1-81	Project No.
Approved		Revision	Scale 1" = 20'		Sheet No. 8 of 8

W - 454

B.M. 636.85 B. Bolt Under
E. in East Jordan on Hyd.
Sta. 26+58 Left

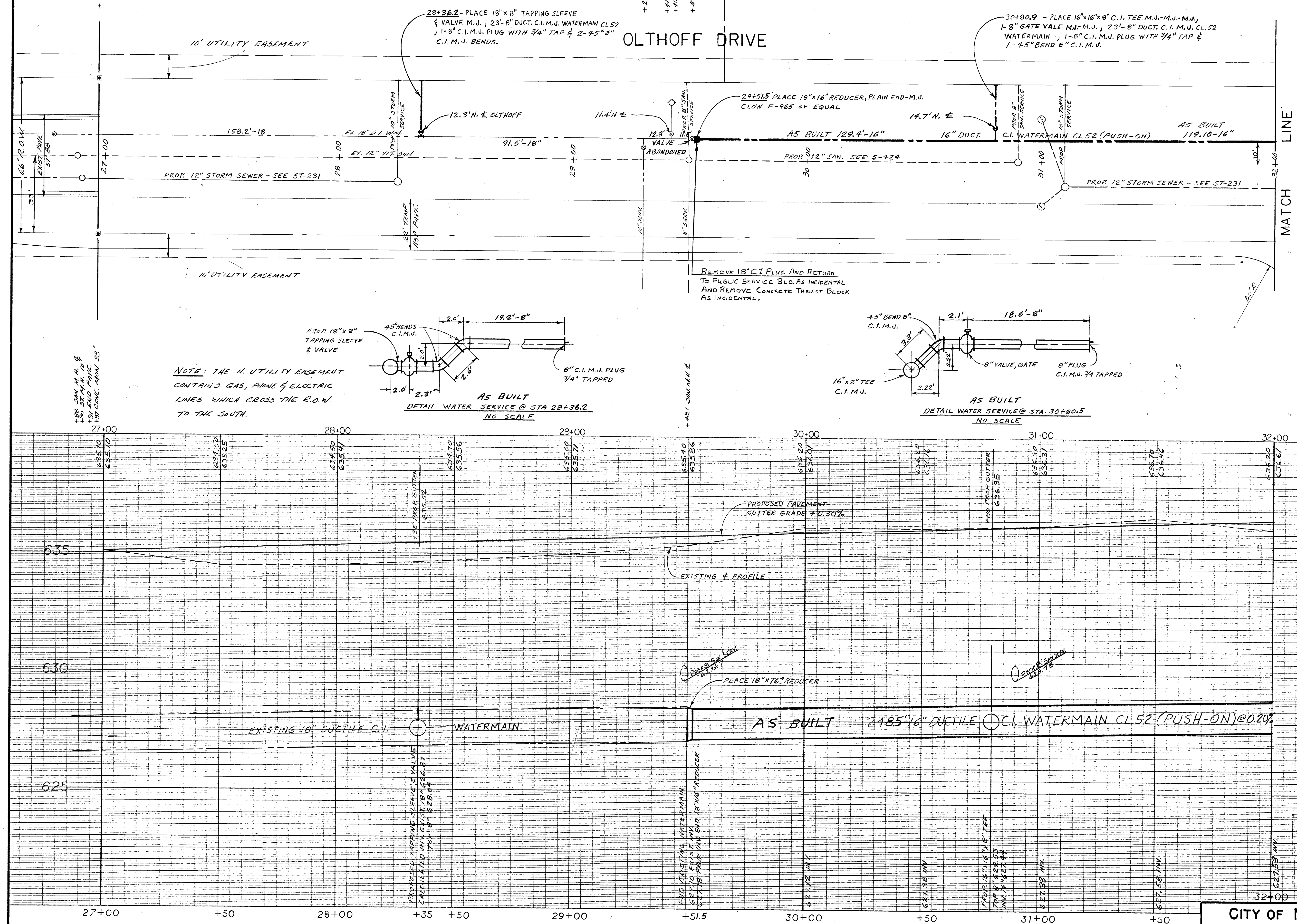
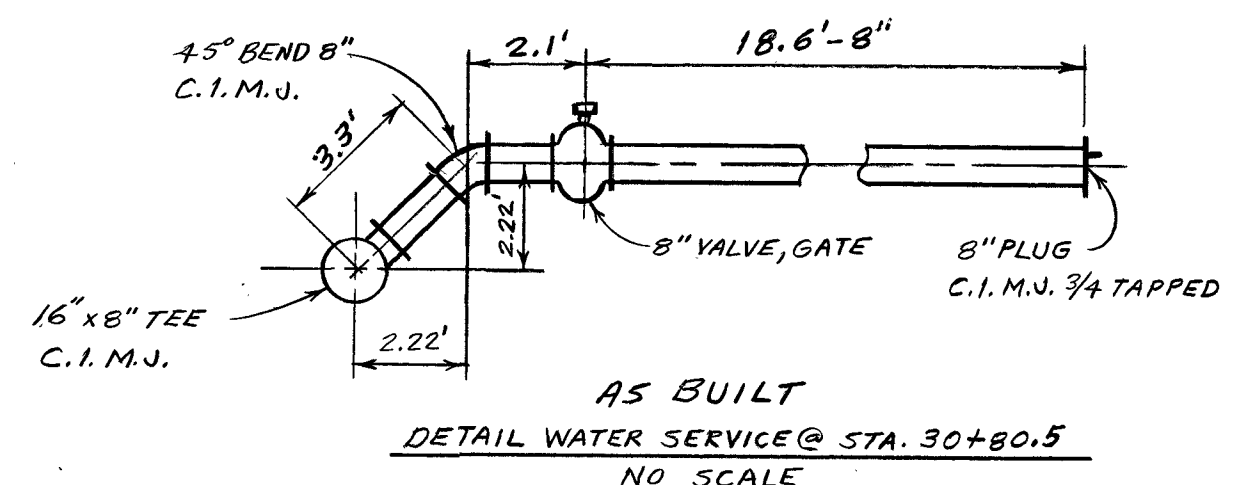
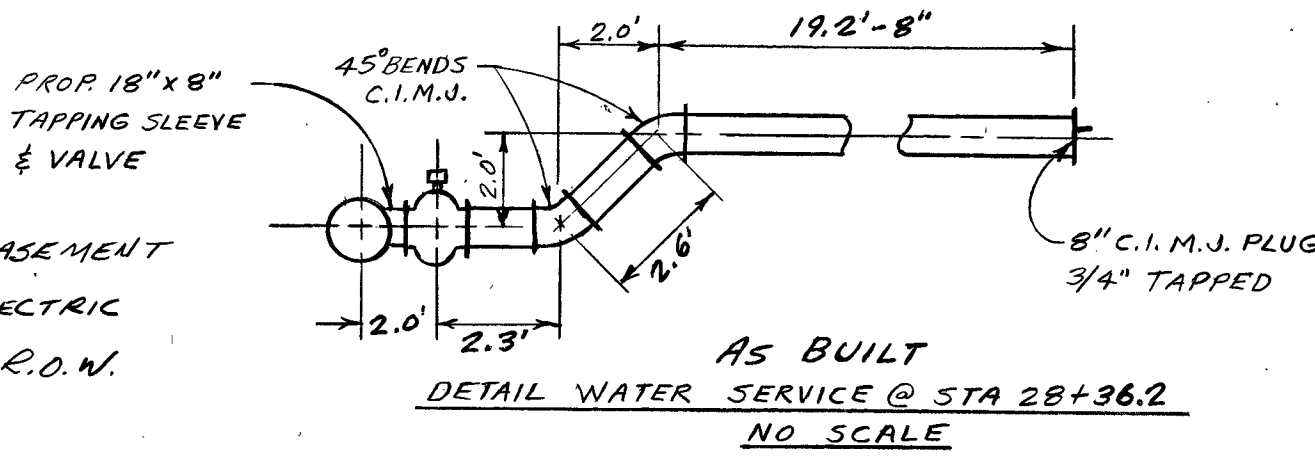
OLTHOFF DRIVE



QUANTITIES THIS SHEET		
BEND 4.5" 8" C.I. M.J.	3	EA.
PLUG 8" C.I. M.J. WITH 3/4" TAP	2	EA.
REDUCER 18" x 16" CLOW F-965 or EQUAL	1	EA.
TAPPING SLEEVE & VALVE 18" x 8" M.J.	1	EA.
TEE 16" x 16" x 8" C.I. M.J.-M.J.-M.J.	1	EA.
VALVE, 8" GATE M.J.	1	EA.
WATERMAIN 16" DUCT. C.I. CL 52 (PUSH-ON)	248	L.F.T.
WATERMAIN 8" DUCT. C.I. M.J. CL 52	46	L.F.T.

- NOTES:
- 1) VALVE BOXES INCIDENTAL TO VALVES.
 - 2) RETAINER GLANDS SHALL BE USED ON ALL MECHANICAL JOINTS AND SHALL BE INCIDENTAL.
 - 3) RETAINER GLANDS SHALL BE M.J. SET SCREEN GLANDS AS MANUFACTURED BY ANY OF THE FOLLOWING:
 - a) EAST JORDAN # 878254.
 - b) TRAVERSE CITY IRON WORKS.
 - c) EBBA IRON WORKS.
 - 4) RETAINER GLANDS SHALL BE APPROVED BY THE ENGINEER.

NOTE: THE N. UTILITY EASEMENT
CONTAINS GAS, PHONE & ELECTRIC
LINES WHICH CROSS THE R.O.W.
TO THE SOUTH.



CITY OF MUSKOGON
OFFICE OF THE CITY ENGINEER

Drawn *D.V. ERICKSEN* 2-80
Checked *W. H. WHITE* 3-4-80
Approved _____

PORT CITY INDUSTRIAL
CENTER NO. 6

Survey *C.A.S.* 12-79
As-Built *D.V.E.* 1-81
Scale *H. 1"=20'* *V. 1"=2'*

Project No. **W-454**
Sheet No. **1 of 6**

OLTHOFF DRIVE



BM. ELEV. 638.90
60' SPIKE SOUTH SIDE
8" OAK TREE STA. 32+50
45' LEFT.

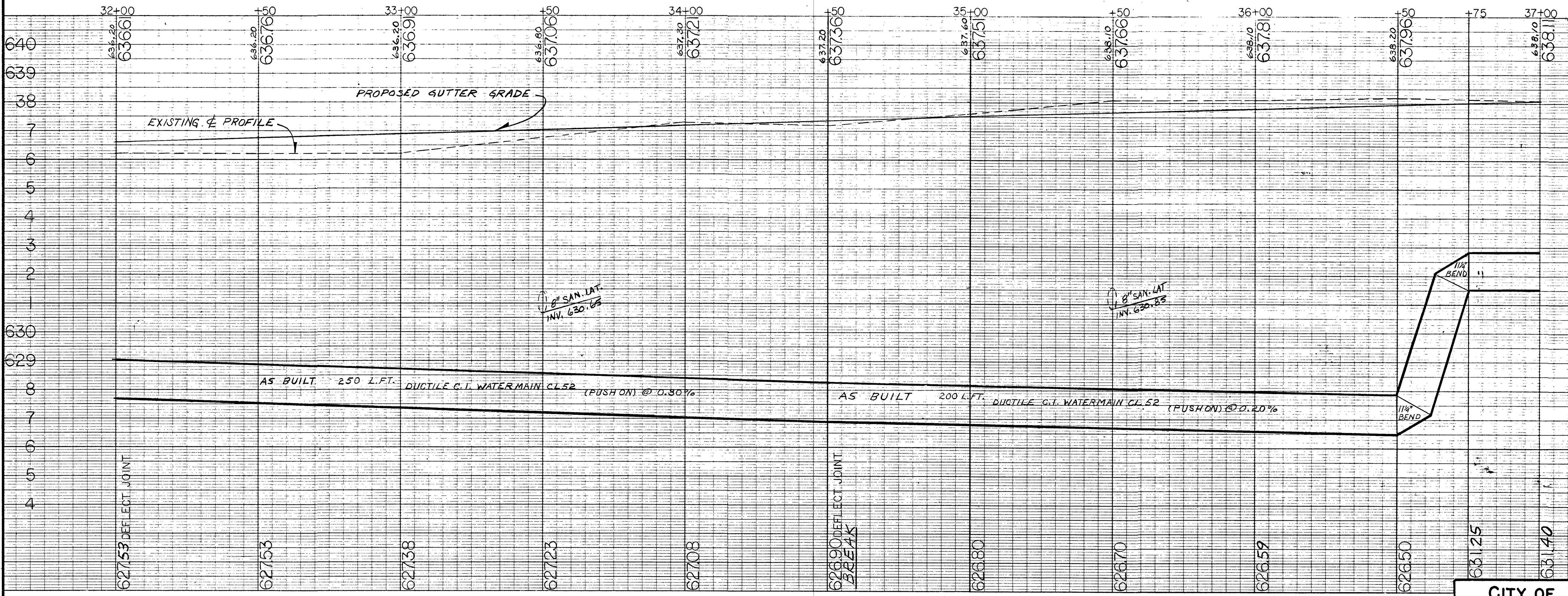
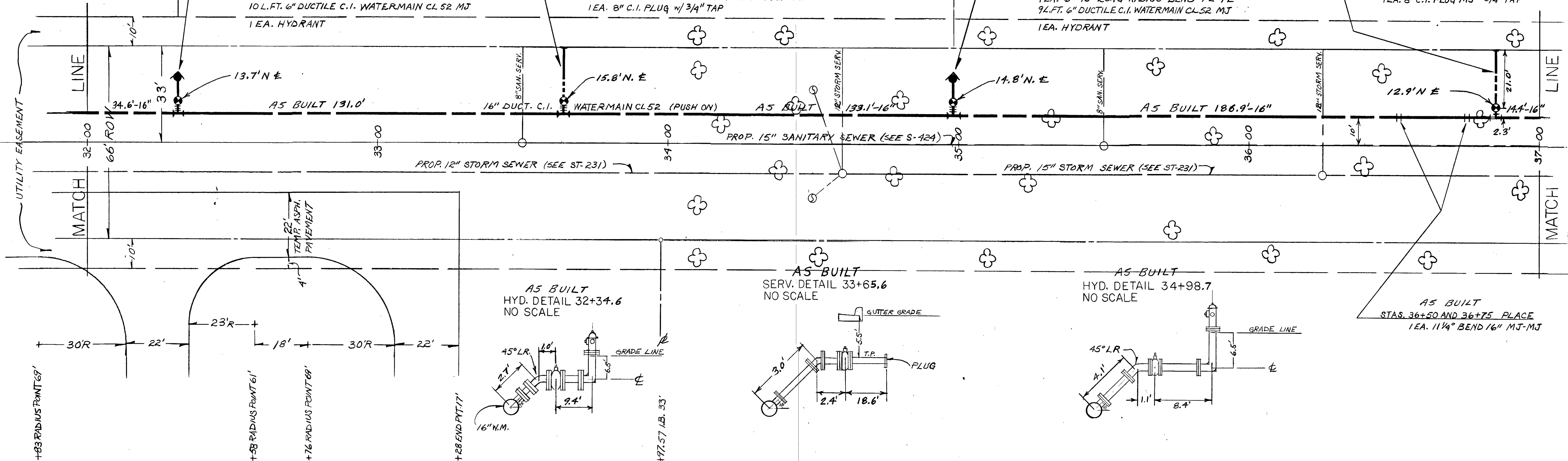
STA. 32+34.6 AS PER DETAIL
1EA. 16"X16"X8" TEE MJ-MJ-FL
1.1 L.FT. 6" DUCTILE C.I. WATERMAIN CL53 FL-FL
1EA. 6" 45° LONG RADIUS BEND FL-FL
1EA. 6" GATE VALVE FL-MJ WITH BOX
10 L.FT. 6" DUCTILE C.I. WATERMAIN CL52 MJ
1EA. HYDRANT

STA. 33+65.6 AS PER DETAIL
1EA. 16"X16"X8" TEE MJ-MJ-FL
1EA. 8" 45° BEND MJ-MJ
1EA. 8" GATE VALVE MJ-MJ WITH BOX
2.5 L.FT. 8" DUCTILE C.I. WATERMAIN CL52 MJ
1EA. 8" C.I. PLUG w/ 3/4" TAP

STA. 34+98.7 AS PER DETAIL
1EA. 16"X16"X8" TEE MJ-MJ-FL
1EA. 6" GATE VALVE FL-MJ WITH BOX
3.5 L.FT. 6" DUCTILE C.I. WATERMAIN CL53 FL-FL
1EA. 6" 45° LONG RADIUS BEND FL-FL
9 L.FT. 6" DUCTILE C.I. WATERMAIN CL52 MJ
1EA. HYDRANT

STA. 36+85.6
1EA. 16"X16"X8" TEE MJ-MJ-FL
1EA. 8" GATE VALVE MJ-MJ WITH BOX
2.3 L.FT. 8" DUCTILE C.I. WATERMAIN CL52 MJMJ
1EA. 8" C.I. PLUG MJ 3/4" TAP

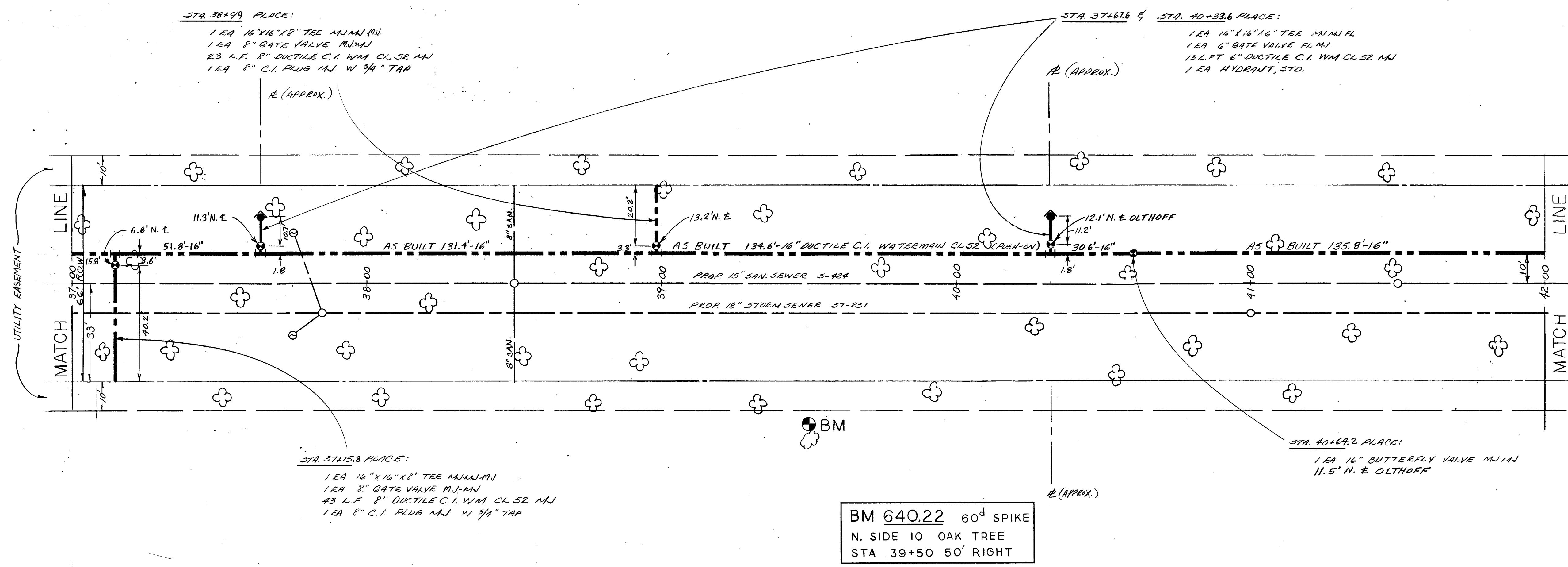
QUANTITIES THIS SHEET		
DESCRIPTION	AMT	UNIT
6" BEND 45° LONG RADIUS FL-FL	2	EA.
6" NIPPLE DUCTILE C.I. CL53 THREADED FLANGES 3.5 L.FT.	1	EA.
6" DUCTILE C.I. WATERMAIN CL52 MJ	19	L.FT.
6" GATE VALVE FL-MJ WITH BOX	2	EA.
HYDRANT, STD.	2	EA.
16"X16"X8" TEE MJ-MJ-FL	2	EA.
8" BEND 45° MJ-MJ	1	EA.
8" DUCTILE C.I. WATERMAIN CL52 MJ-MJ	48	L.FT.
6" NIPPLE DUCTILE C.I. CL53 THREADED FLANGES 1.1 L.FT.	1	EA.
8" GATE VALVE MJ-MJ WITH BOX	2	EA.
8" CAST IRON PLUG MJ 3/4" TAP	2	EA.
16"X16"X8" TEE MJ-MJ-MJ	2	EA.
16" BEND 11 1/4° MJ-MJ	2	EA.
16" DUCTILE C.I. WATERMAIN CL52 (PUSH ON)	500	L.FT.



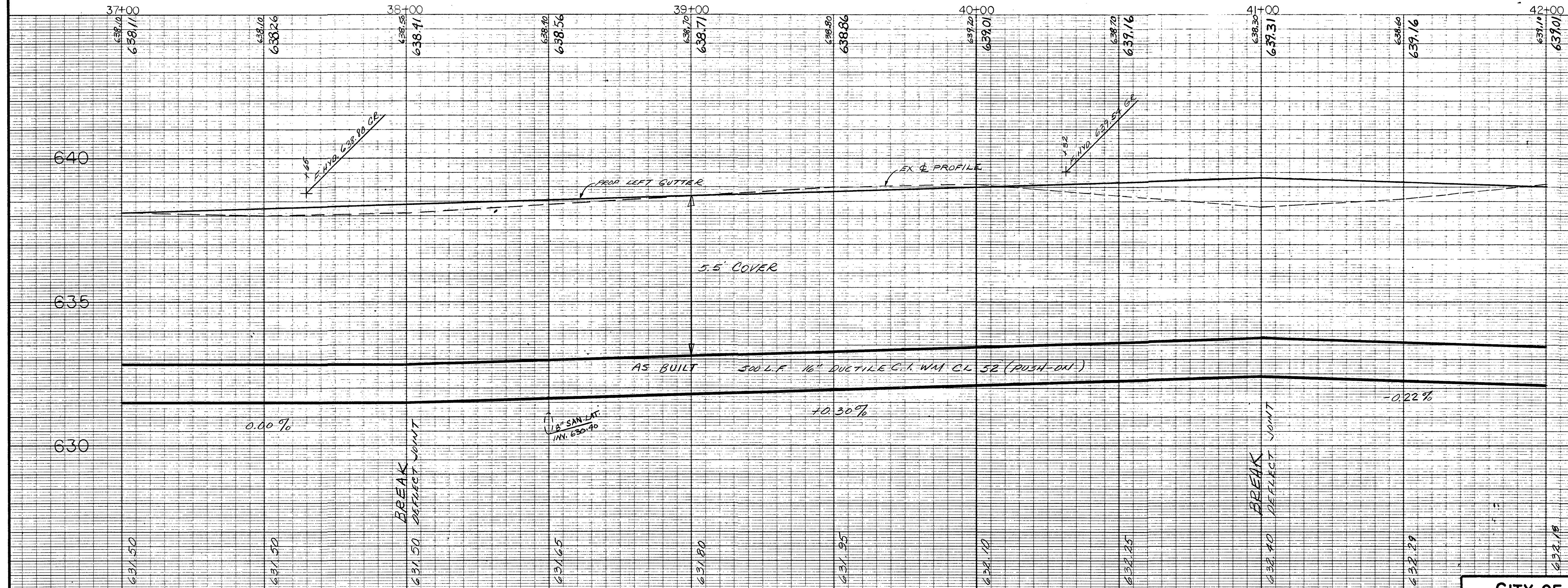
AS-BUILT
DATE: 11-12-80 DATE PLOTTED: 11-25-80
CONTRACTOR: BOND CONSTRUCTION CO.
1605 EVANREST S.W.
GRANDVILLE, MICH 49418
PROJECT SUPERVISOR: D.V. ERIKSEN
DESIGNED BY: D. LERICKSEN DATE: 1-8-81

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER NO. 6	
Drawn: [Signature]	2-80	Revision: AGS	3-14-80
Checked: [Signature]	6-14-81	Revision:	
Approved:		Survey: SCOTT	12-79
		As-Built: D.V.E.	1-81
		Scale: H=1"-20V=1"-2"	Project No. W-454 Sheet No. 2 of 6

OLTHOFF DRIVE



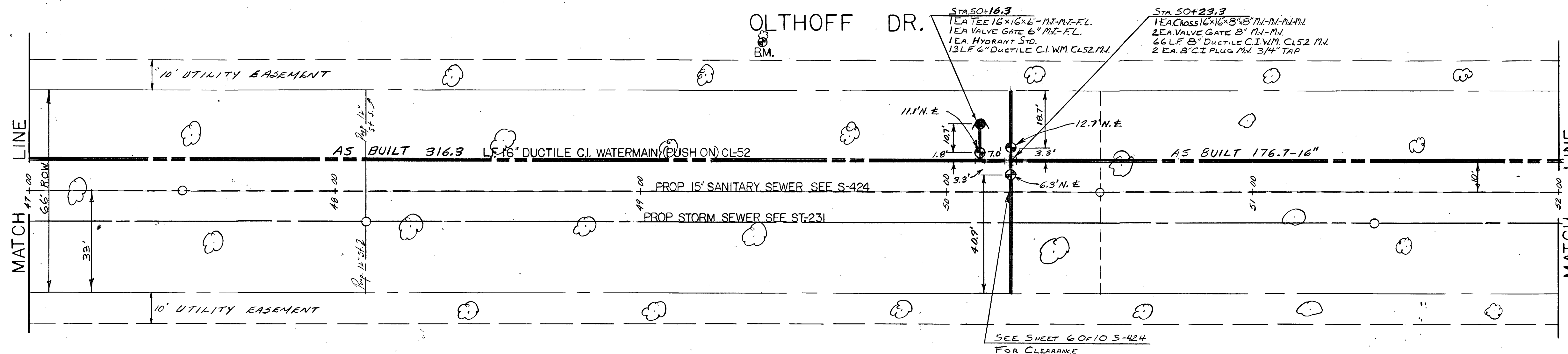
QUANTITIES THIS SHEET		
ITEM	QUANTITY	UNIT
HYDRANT, STD.	2	EA
PLUG, 8" C.I. M/J W 3/4" TAP	2	EA
TEE, 16"X16"X6" M/J-M/J	2	EA
TEE, 16"X16"X8" M/J-M/J	2	EA
VALVE, 6" GATE FL M/J	2	EA
VALVE, 8" GATE M/J-M/J	2	EA
WATERMAIN 6" DUCTILE C.I. CL 52 M/J	26	L.F.
WATERMAIN 8" DUCTILE C.I. CL 52 M/J	46	L.F.
WATERMAIN 16" DUCTILE C.I. CL 52	300	L.F.
VALVE 16" BUTTERFLY VALVE M/J-M/J	1	EA



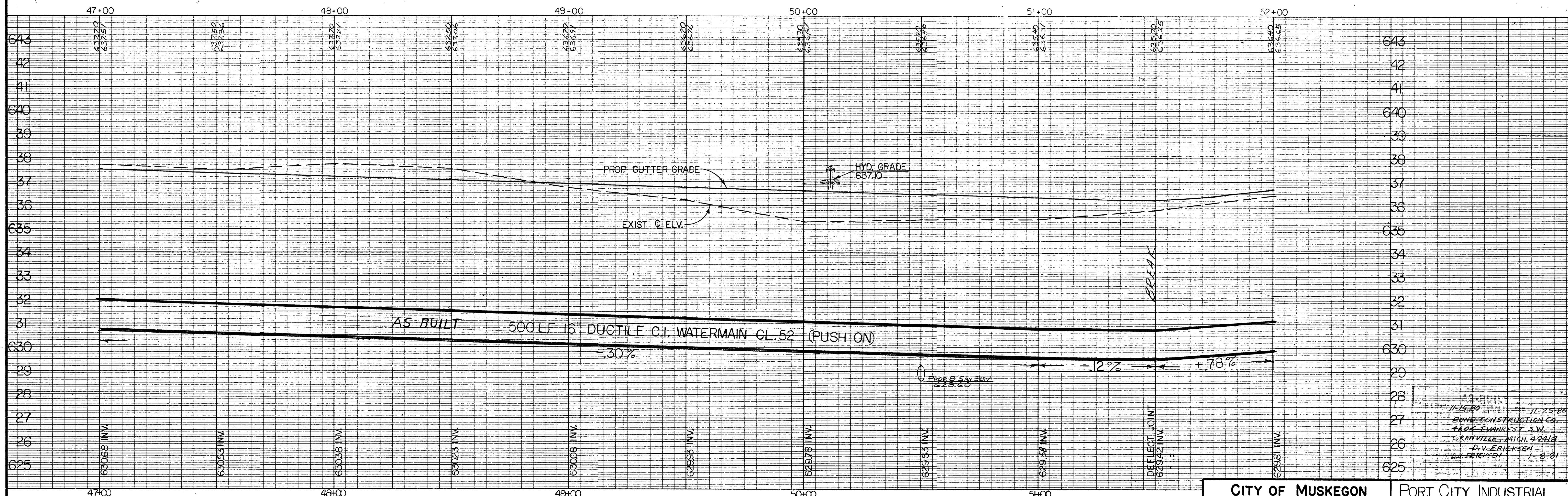
AS-BUILT
 DATE COMPILED: 11-15-80, DATE PLOTTED: 11-25-80
 CONTRACTOR: JOND CONSTRUCTION CO.
 4605 IVANREST S.W.
 GRANDVILLE, MICH. 49418
 PROJECT SUPERVISOR: DAN ERICSEN
 REPORTED BY: DAN ERICSEN DATE: 1-8-81

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER NO. 6	
Drawn: W.P.	2-80	Revision: AGS	3-14-80
Checked: [Signature]	5-1-80	Revision: D.V.E.	1-81
Approved: [Signature]		Scale: 1"=20' V=1"=2'	Project No. W-454
			Sheet No. 3 of 6

B.M. 638.69 60" SPIKE
S.SIDE 10" OAK STA 49+40
50' LEFT.

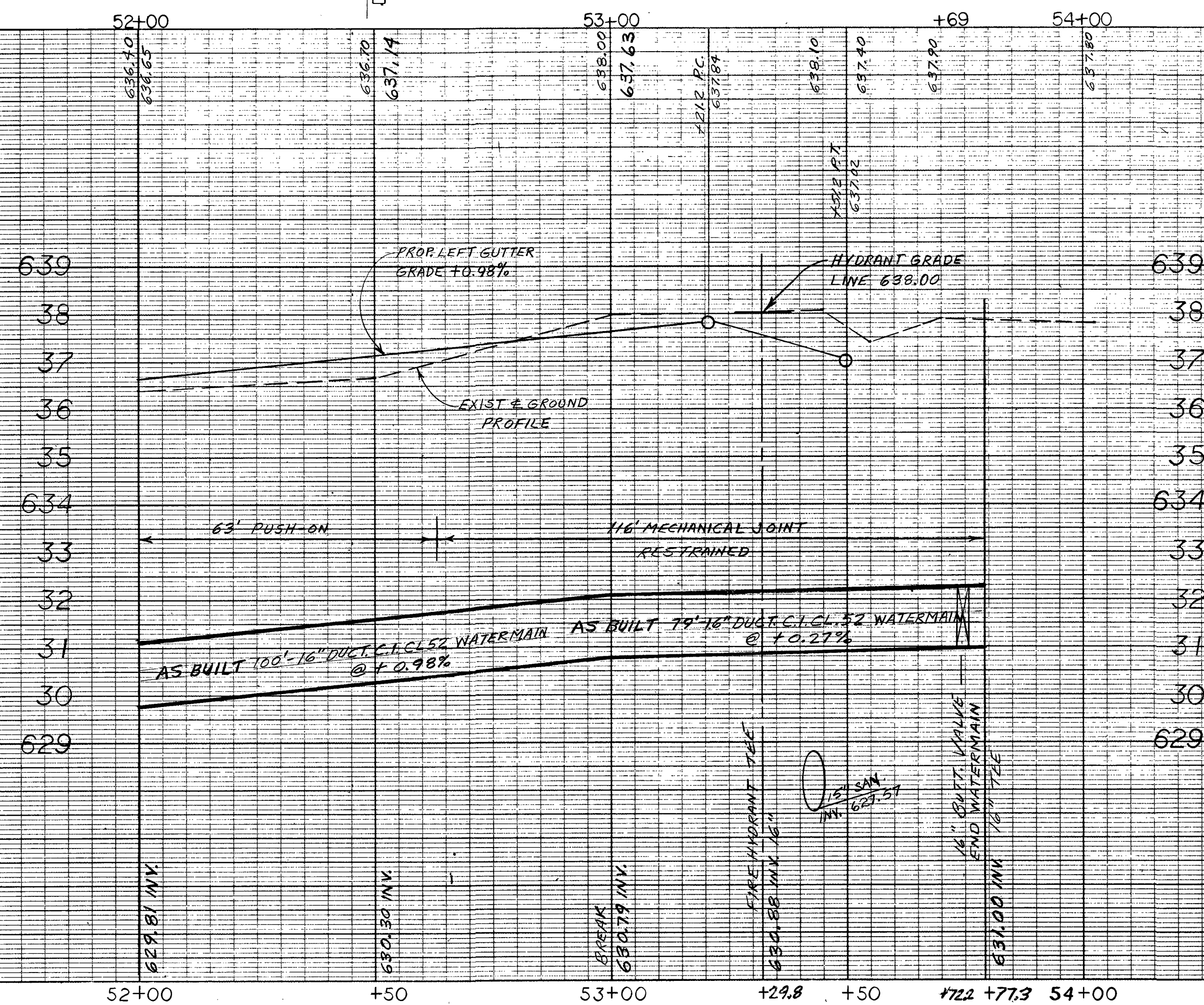
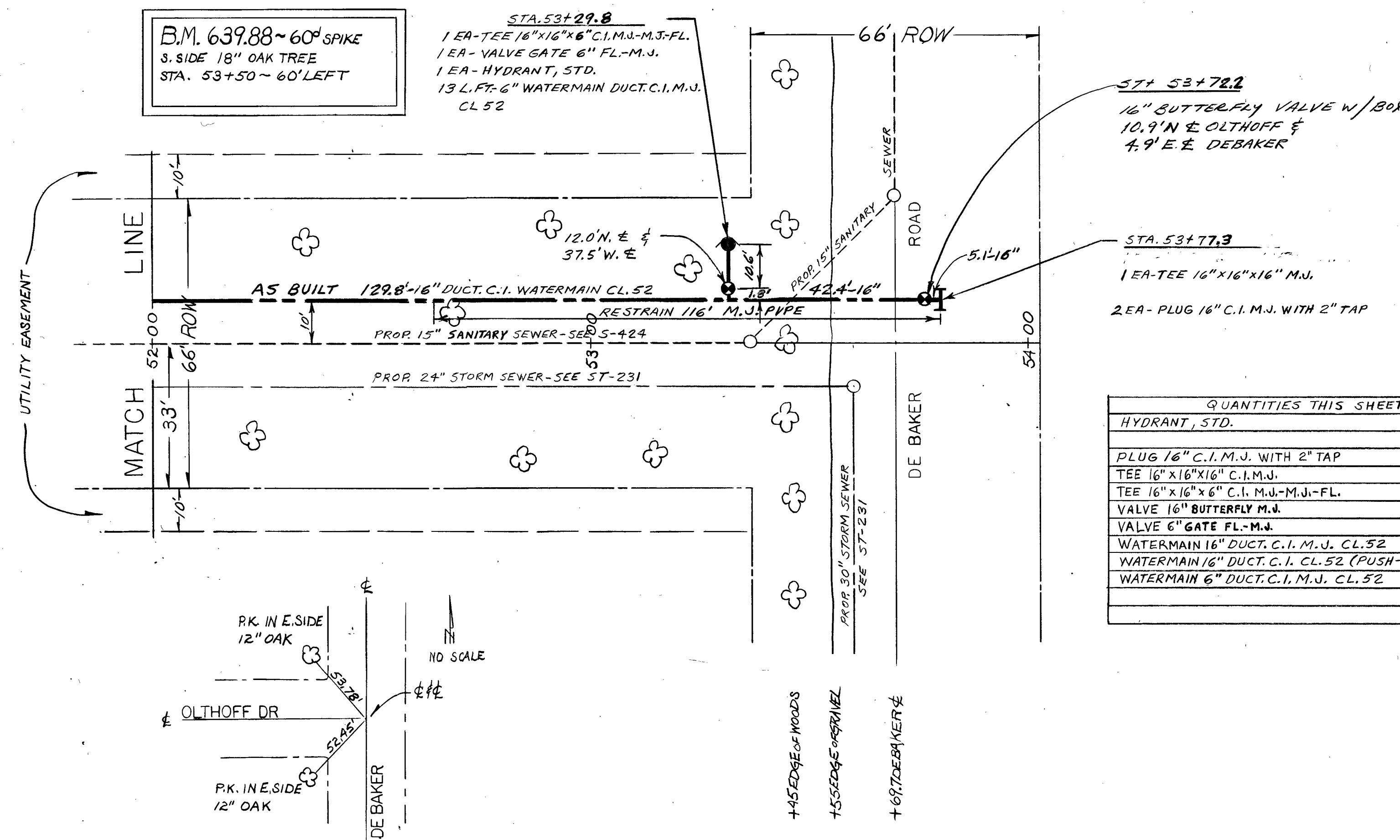
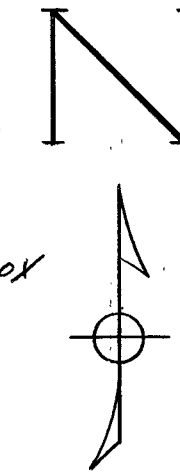


QUANTITIES THIS SHEET		
CROSS 16" X 16" 8" M.I. M.I. M.I.	1	EA.
HYDRANT STD.	1	EA.
PLUG 8" M.I. 3/4" TAP	2	EA.
TEE 16" X 16" M.I. M.I. M.I.	1	EA.
VALVE GATE 6" M.I. M.I.	1	EA.
VALVE GATE 8" M.I. M.I.	2	EA.
WATERMAIN DUCTILE CT 6" CL-52 M.I.	13	LF.
WATERMAIN DUCTILE CT 8" CL-52 M.I.	66	LF.
WATERMAIN DUCTILE CT 16" CL-52 PUSH ON	500	LF.



CITY OF MUSKOGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER No. 6	
Drawn C.A.S.	2-80	Survey C.A.S.	12-79
Checked W.A.S.	5-14-80	As-Built D.V.E.	1-81
Approved		Scale H.P.=20'	V.I.=2'
		Sheet No. 5 of 6	

OLTHOFF DRIVE

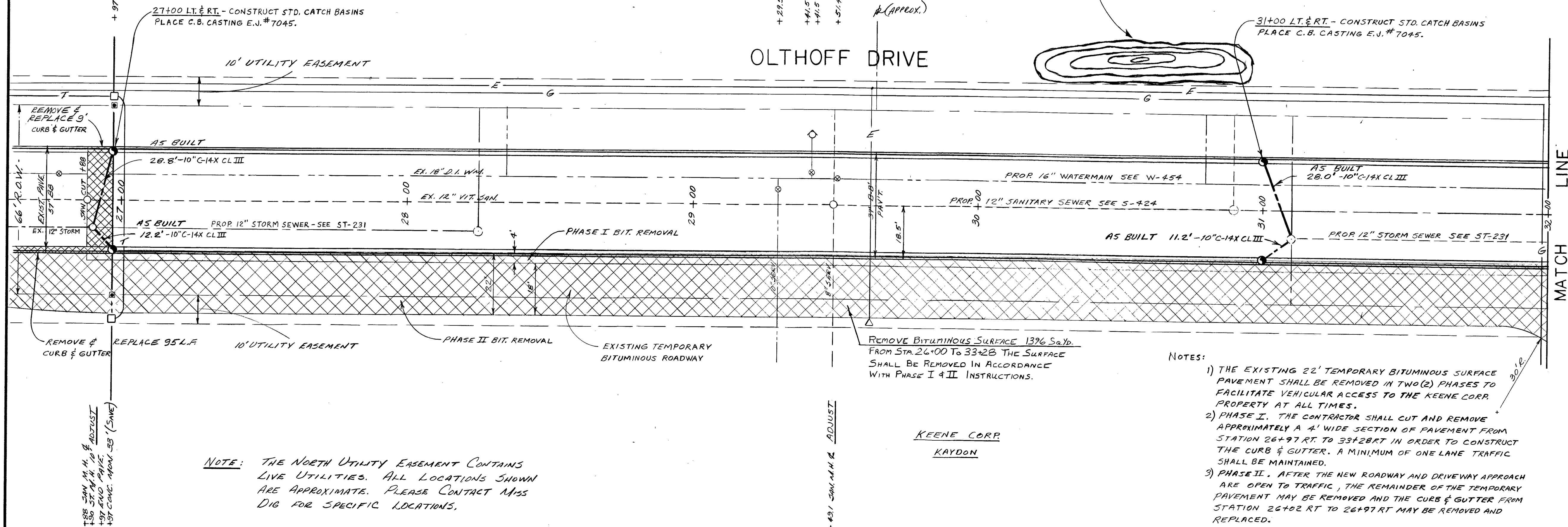
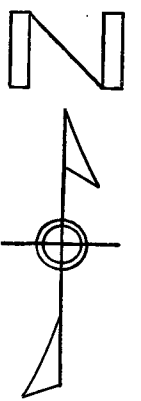


DATE: 11-15-80
BY: J. L. ERICKSEN
CHECKED: J. L. ERICKSEN
APPROVED: J. L. ERICKSEN
1-8-81

H - 1169

B.M. 636.85 B. Bolt Under
E. in East Jordan on Hyd.
Sta. 26+58 Left

OLTHOFF DRIVE



QUANTITIES THIS SHEET	
BIT. BASE COURSE @ 550#/S.YD.	517 TON
BIT. WEARING COURSE 31A @ 110#/S.YD.	108 TON
CATCH BASIN, STD.	2 EA
CATCH BASIN CASTING E.J.#7045	4 EA
CONC. CURB & GUTTER, STD.	1110 L.FT.
EXCAVATION	SEE SHEET NO. 6
REMOVE ASPHALT PAVEMENT	1396 S.YD.
REMOVE CURB & GUTTER	104 L.FT.
ADJUST MANHOLE CASTING	2 EA
STORM SEWER 10" C-14X CL III	81 L.FT.
BIT. LEVELING COURSE 25A @ 165#/S.YD.	155 TON

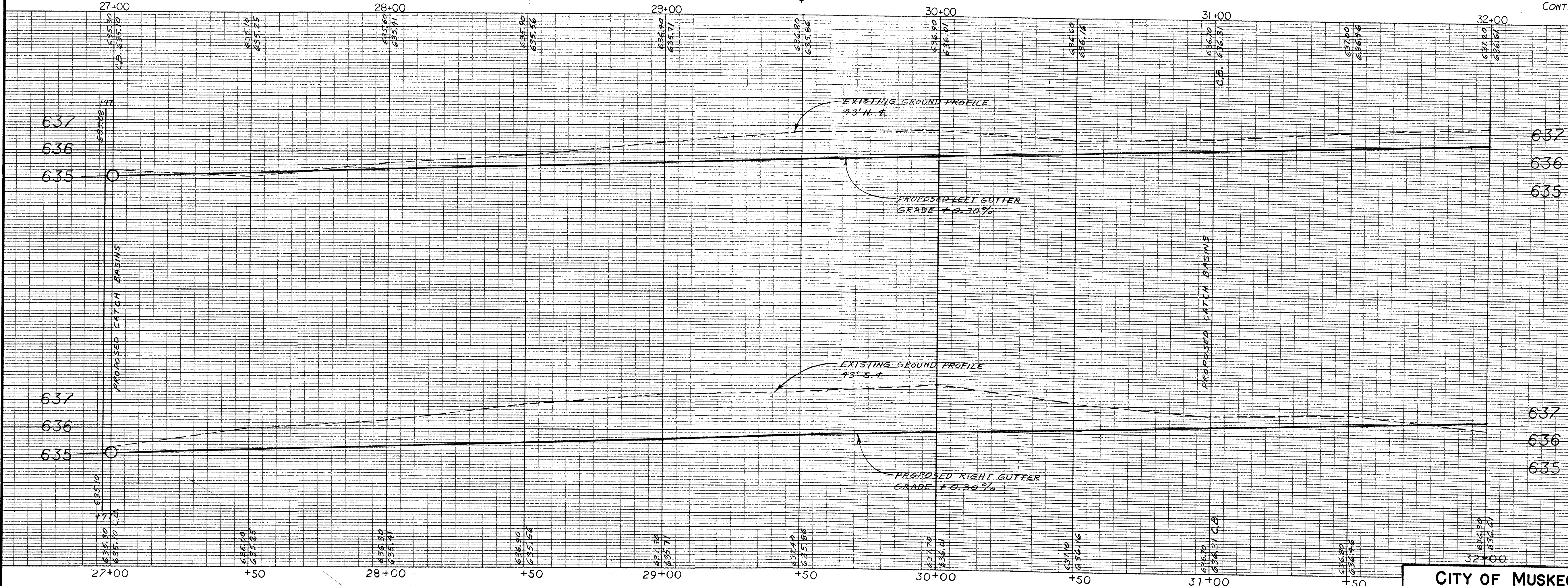
NOTES:

- 1) THE EXISTING 22' TEMPORARY BITUMINOUS SURFACE PAVEMENT SHALL BE REMOVED IN TWO (2) PHASES TO FACILITATE VEHICULAR ACCESS TO THE KEENE CORP. PROPERTY AT ALL TIMES.
- 2) PHASE I. THE CONTRACTOR SHALL CUT AND REMOVE APPROXIMATELY A 4' WIDE SECTION OF PAVEMENT FROM STATION 26+97 RT. TO 33+28 RT. IN ORDER TO CONSTRUCT THE CURB & GUTTER. A MINIMUM OF ONE LANE TRAFFIC SHALL BE MAINTAINED.
- 3) PHASE II. AFTER THE NEW ROADWAY AND DRIVEWAY APPROACH ARE OPEN TO TRAFFIC, THE REMAINDER OF THE TEMPORARY PAVEMENT MAY BE REMOVED AND THE CURB & GUTTER FROM STATION 26+02 RT. TO 26+97 RT. MAY BE REMOVED AND REPLACED.

- 4) SAWCUTS TO BE CONSIDERED INCIDENTAL.
- 5) ADJUSTMENT OF WATER VALVE BOXES TO BE INCIDENTAL.
- 6) BOND COAT & PRIME COAT TO BE INCIDENTAL TO THE PAVEMENT.
- 7) CONC. MONUMENTS AND PROPERTY BARS WILL BE PROTECTED. IF DISTURBED THEY WILL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTORS COST.

KEENE CORP
KAYDON

NOTE: THE NORTH UTILITY EASEMENT CONTAINS LIVE UTILITIES. ALL LOCATIONS SHOWN ARE APPROXIMATE. PLEASE CONTACT MISS DIG FOR SPECIFIC LOCATIONS.



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		OLTHOFF DRIVE	
Drawn D.V. ERICKSEN 1-80	Revision	Survey CAS 12-79	H-1169 Project No. Sheet No. 1 of 6
Checked	Revision	As-Built D.V.E. 1-81	
Approved	Revision	Scale 1"=20'	

OLTHOFF DRIVE

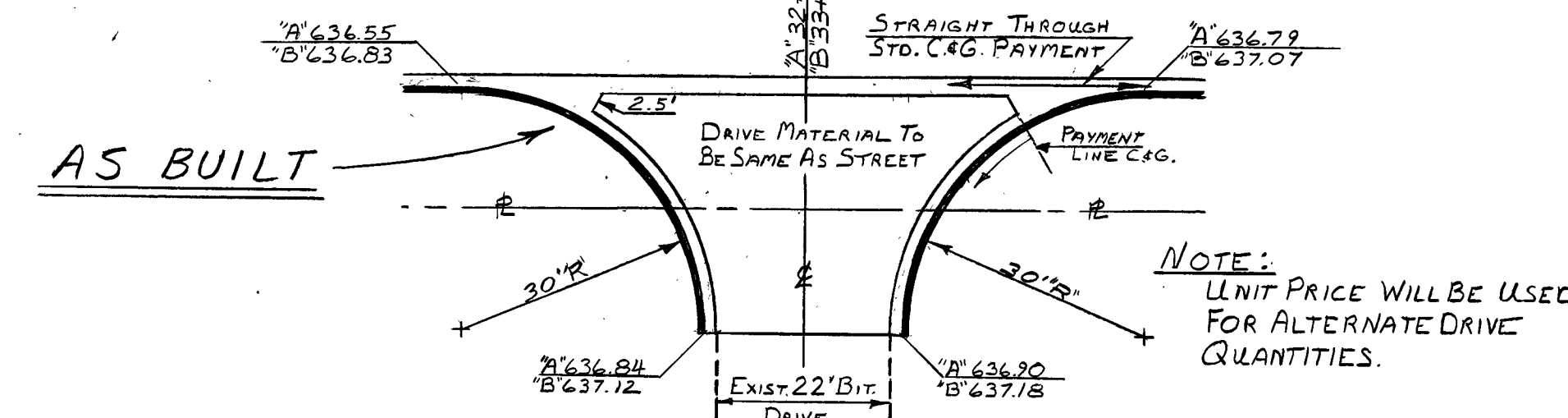
BM. ELEV. 638.90
60" SPIKE SOUTH SIDE
8" OAK TREE STA. 32+50
45' LEFT.

R (APPRX.)

R (APPRX.)

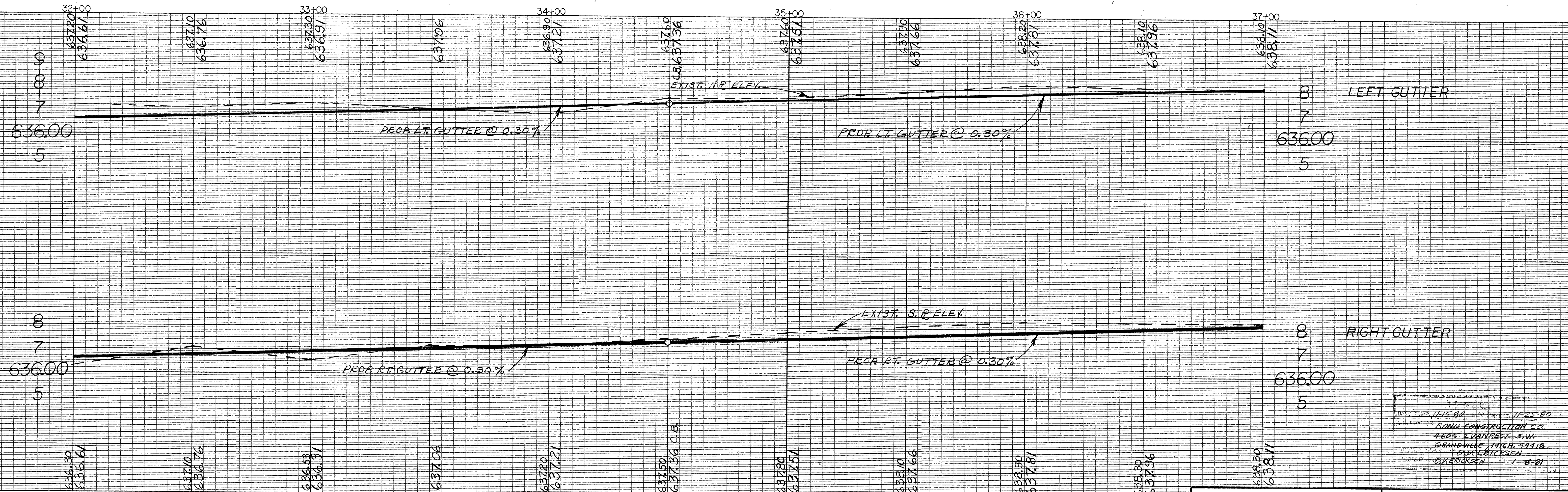
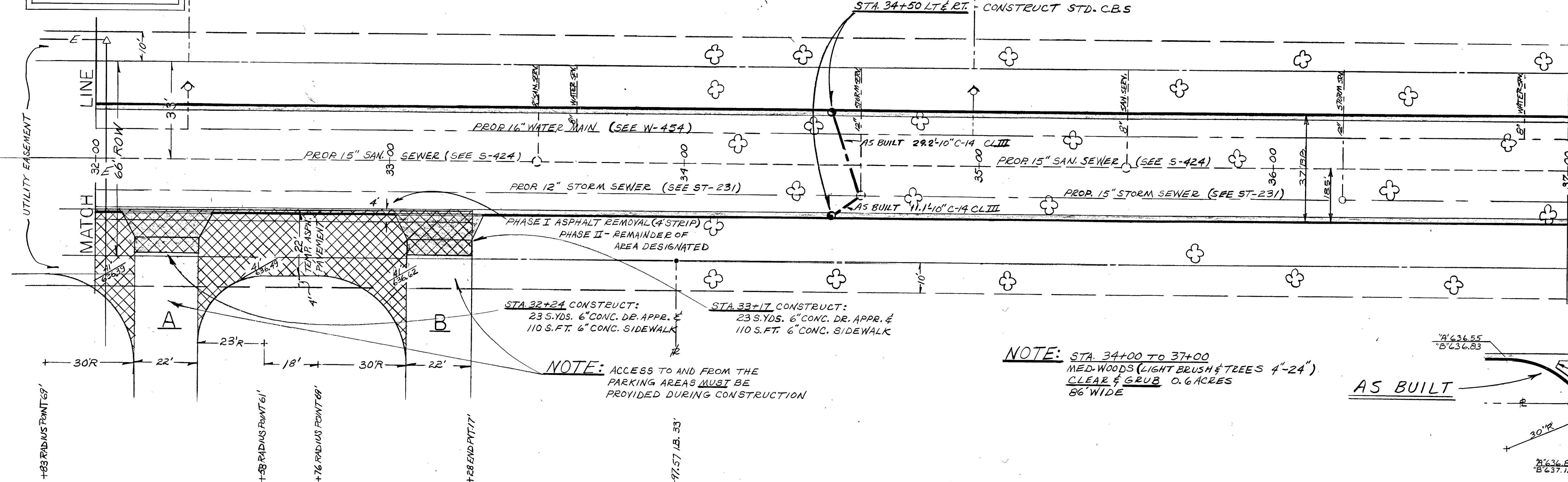
QUANTITIES THIS SHEET	
DESCRIPTION	AMT/UNT
ASPHALT REMOVAL	332 SQ. YD.
BIT. BASE COURSE 20B @ 550# / SQ. YD.	568 TONS
BIT. WEARING COURSE 31A @ 110# / SQ. YD.	119 TONS
CATCH BASIN, STD.	2 EA.
CATCH BASIN CASTING 61# 7045	2 EA.
CLEARING AND GRUBBING	.60 ACRE
CONCRETE CURB & GUTTER, STD.	1128 L.F.T.
CONCRETE DRIVE APPROACH, 6" STD.	40 SQ. YD.
CONCRETE SIDEWALK 6"	220 S.F.T.
STORM SEWER 10" C-14X C.I. III	41 L.F.T.
BIT. LEVELING COURSE @ 165# SQ. YD.	170 TON
EXCAVATION	SEE SHEET No. 6

ALTERNATE DRIVE DETAIL A # B
ENGINEER OPTION ONLY



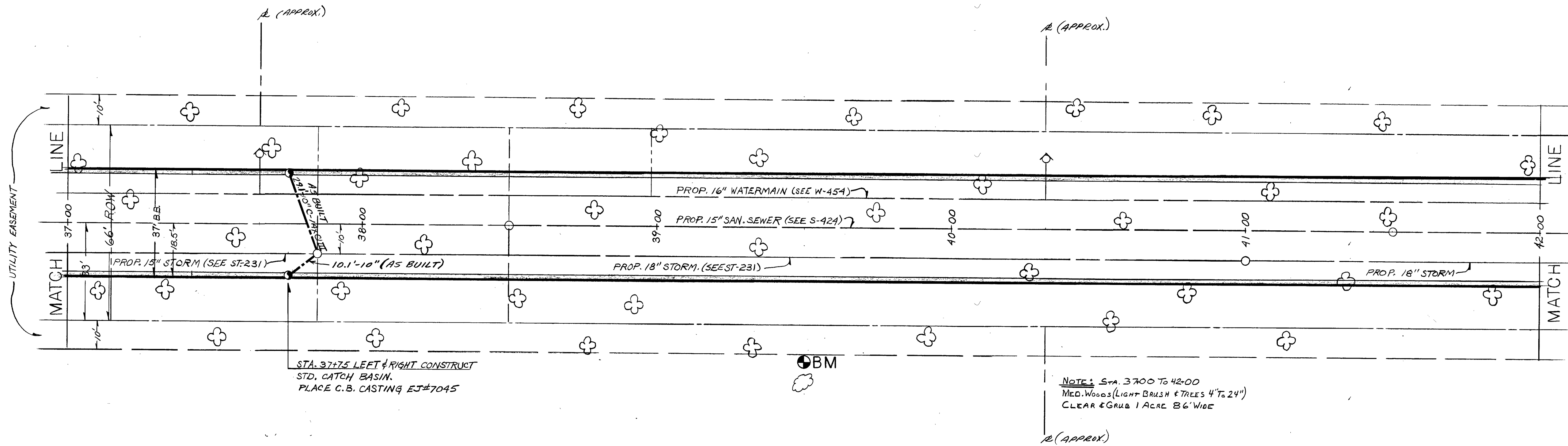
NOTE: STA. 34+00 TO 37+00
MED. WOODS (LIGHT BRUSH & TREES 4"-24")
CLEAR & GRUB 0.6 ACRES
86' WIDE

NOTE: ACCESS TO AND FROM THE
PARKING AREAS MUST BE
PROVIDED DURING CONSTRUCTION



CITY OF MUSKOGON OFFICE OF THE CITY ENGINEER		OLTHOFF DRIVE	
Drawn B.H.	1-80	Survey Scott	12-79
Checked		As-Built D.V.E.	1-81
Approved		Scale 1" = 20'	Sheet No. 2 of 6

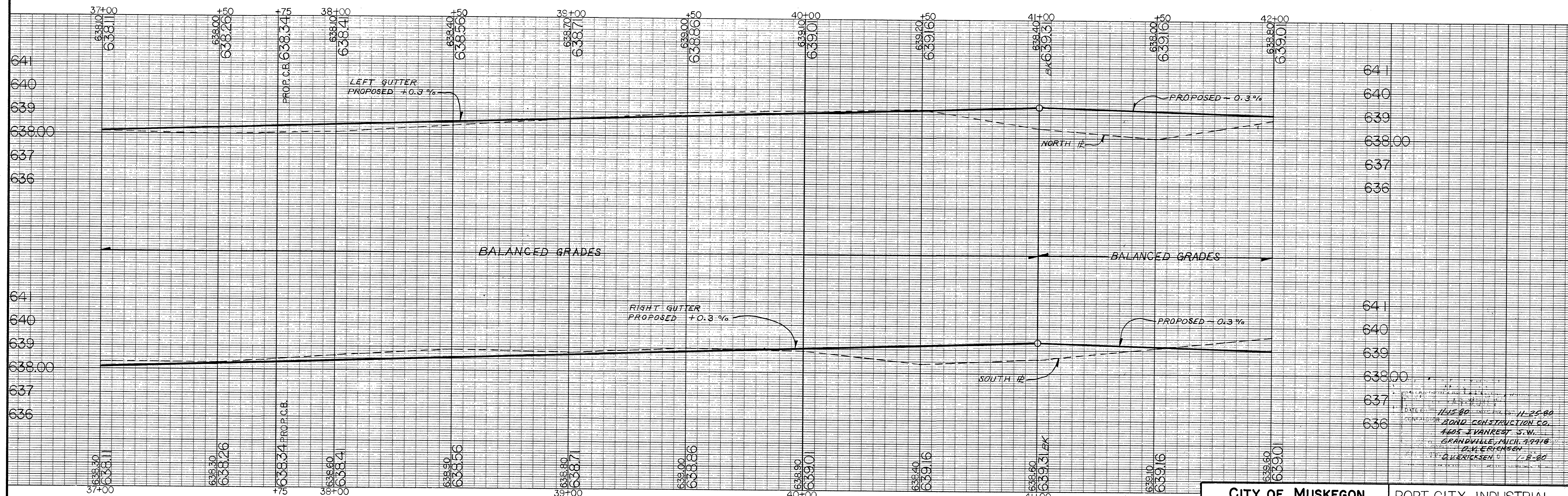
OLTHOFF DRIVE



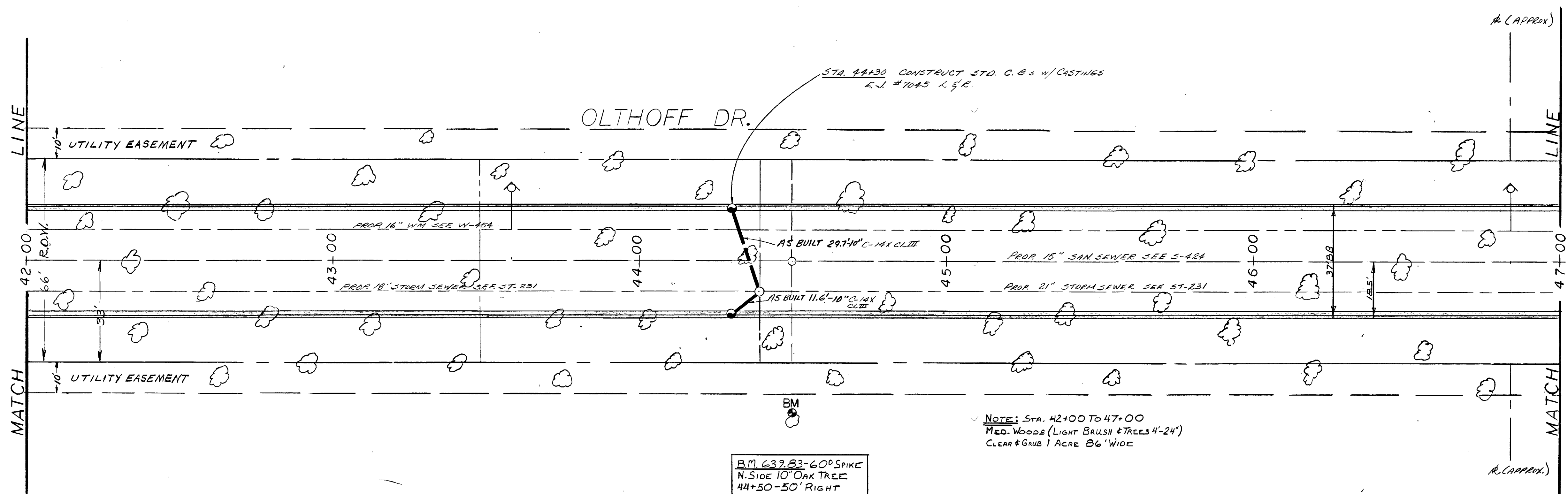
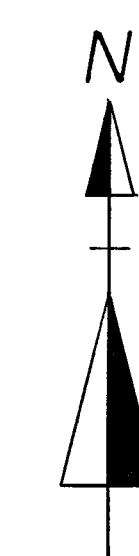
QUANTITIES THIS SHEET	
DESCRIPTION	AMOUNT
BITUMINOUS BASE COURSE @ 550#/SQ. YD.	504 TONS
BITUMINOUS WEARING COURSE @ 110#/SQ. YD.	106 TONS
CATCH BASIN STD.	2 EA.
CATCH BASIN CASTING EJ#7045	2 EA.
CONCRETE CURB & GUTTER, STD.	1000 L.F.T.
CLEARING & GRUBBING	1 ACRE
EXCAVATION	SEE SHEET No. 6
STORM SEWER 10" C-14XCI.III	42 L.F.T.
BITUMINOUS LEVELING COURSE @ 165#/SQ. YD.	151 TON

B.M. 640.22 ~ 60'
SPIKE N. SIDE 10" OAK
TREE. STA. 39+50
50' RIGHT

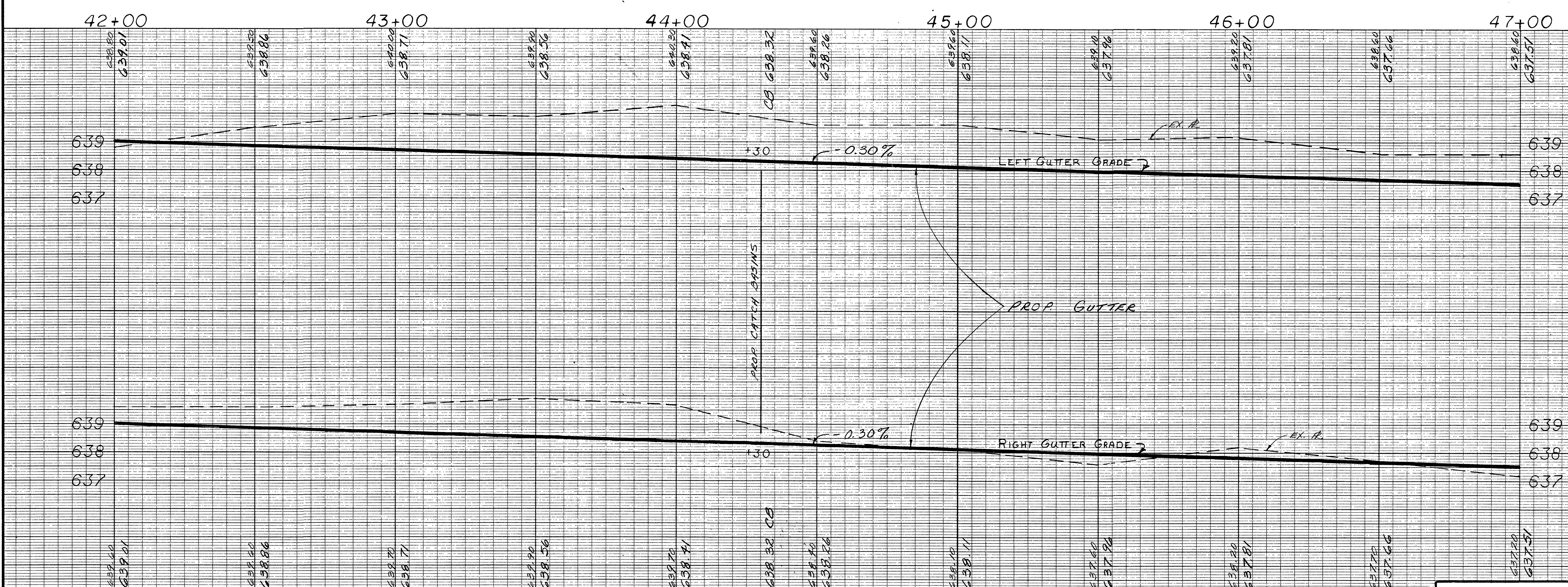
NOTE: STA. 37+00 TO 42+00
MED. WOODS (LIGHT BUSH & TREES 4" TO 24")
CLEAR & GRUB 1 ACRE 86' WIDE



CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		PORT CITY INDUSTRIAL CENTER NO. 6	
Drawn <i>[Signature]</i>	1-80	Survey SCOTT	12-79
Checked <i>[Signature]</i>		As-Built D.V.E.	1-81
Approved <i>[Signature]</i>		Scale 1" = 20'	Sheet No. 3 of 6



QUANTITIES THIS SHEET		
ITEM	QUANTITY	UNIT
BIT. WEARING COURSE - 3/4" @ 10#/S.Y.	108	TONS
BIT. BASE COURSE - 2 1/2" @ 50#/S.Y.	504	TONS
CATCH BASIN STD.	2	EA
CATCH BASIN CASTING 5'1" #7045	2	EA
CLEANING & GRUBBING	1.0	ACRE
CONC. CURB & GUTTER	1000	L.F.
EXCAVATION	SEE SHEET No. 6	
STORM SEWER - 10" C-14X CL III	41	L.F.
BIT. LEVELING COURSE @ 165#/S.Y.	151	TONS

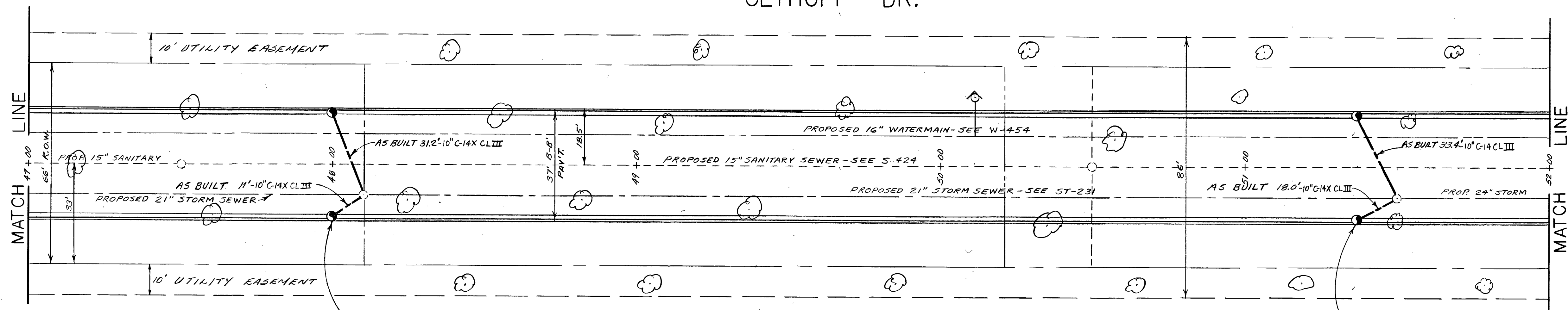


AS-BUILT
11/15/80, DIST. 11/25/80
BY: GRAND CONSTRUCTION CO.,
4605 IVANREST S.W.
GRANDVILLE, MICH. 49418
D. L. RICKSEN
1-8-81

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		OLTHOFF DRIVE	
Drawn W.P.	1-80	Revision	
Checked		Revision	
Approved		Revision	
Survey C.A.S.	12-79	Project No.	H-1169
As-Built DUE	1-81	Scale	1"=20'
		Sheet No. 4 of 6	

B.M. 638.69 60° SPIKE
S. SIDE 10" OAK STA. 49+40
50' LEFT.

OLTHOFF DR.

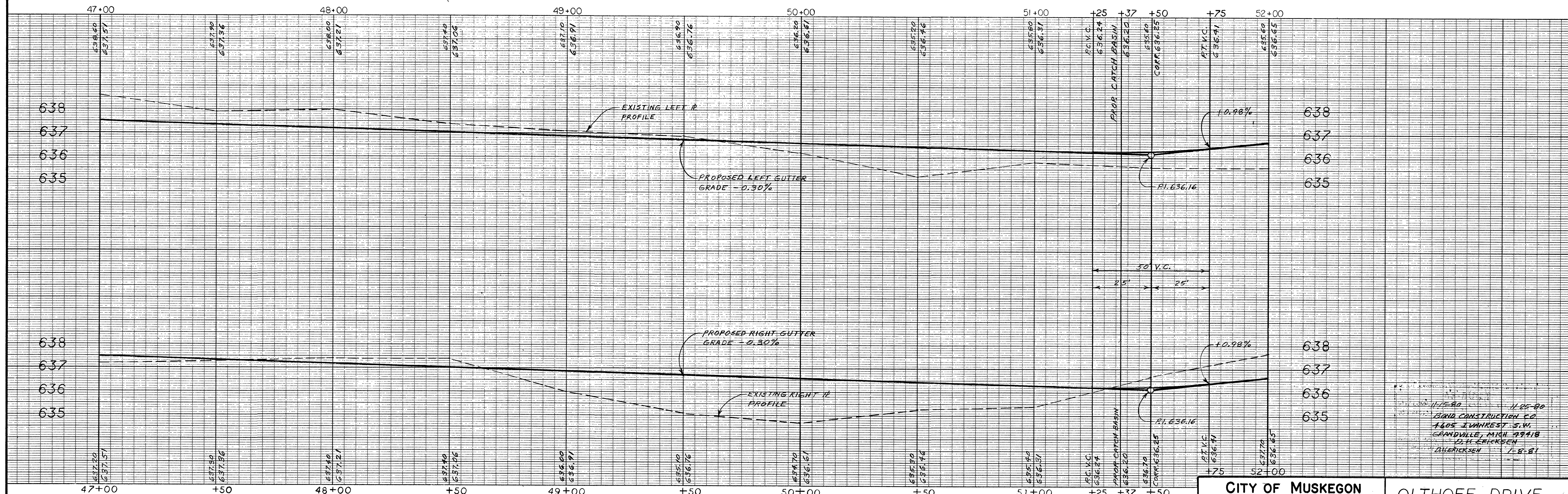


48+00 LT. & RT. - CONSTR. STD.
CATCH BASIN. PLACE C.B. CASTING
E.J.# 7045.

NOTE: STA. 47+00 TO 52+00
MED. WOODS (LIGHT BRUSH & TREES 4"-24")
CLEAR AND GRUB 1.0 ACRES.
86' WIDE.

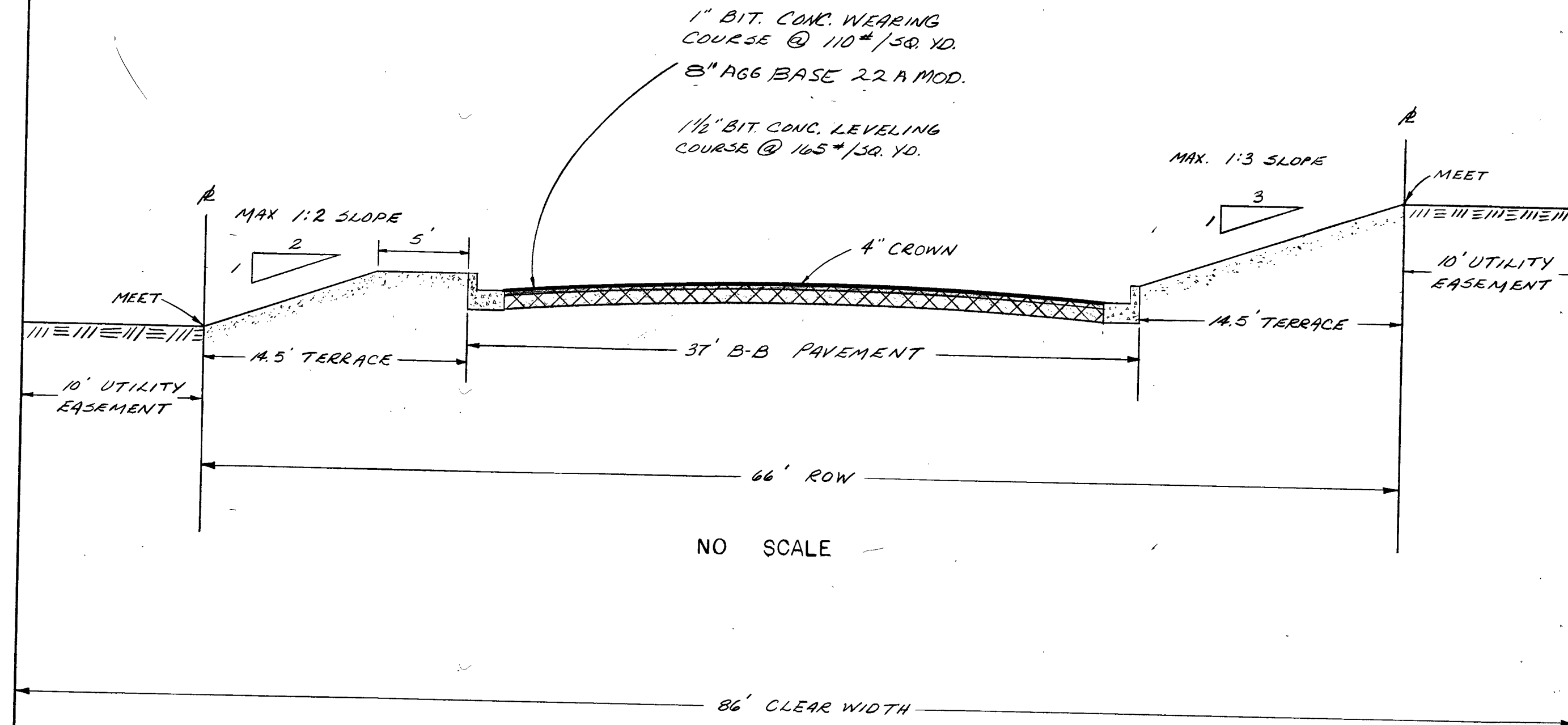
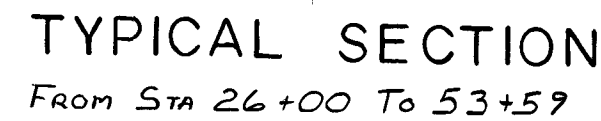
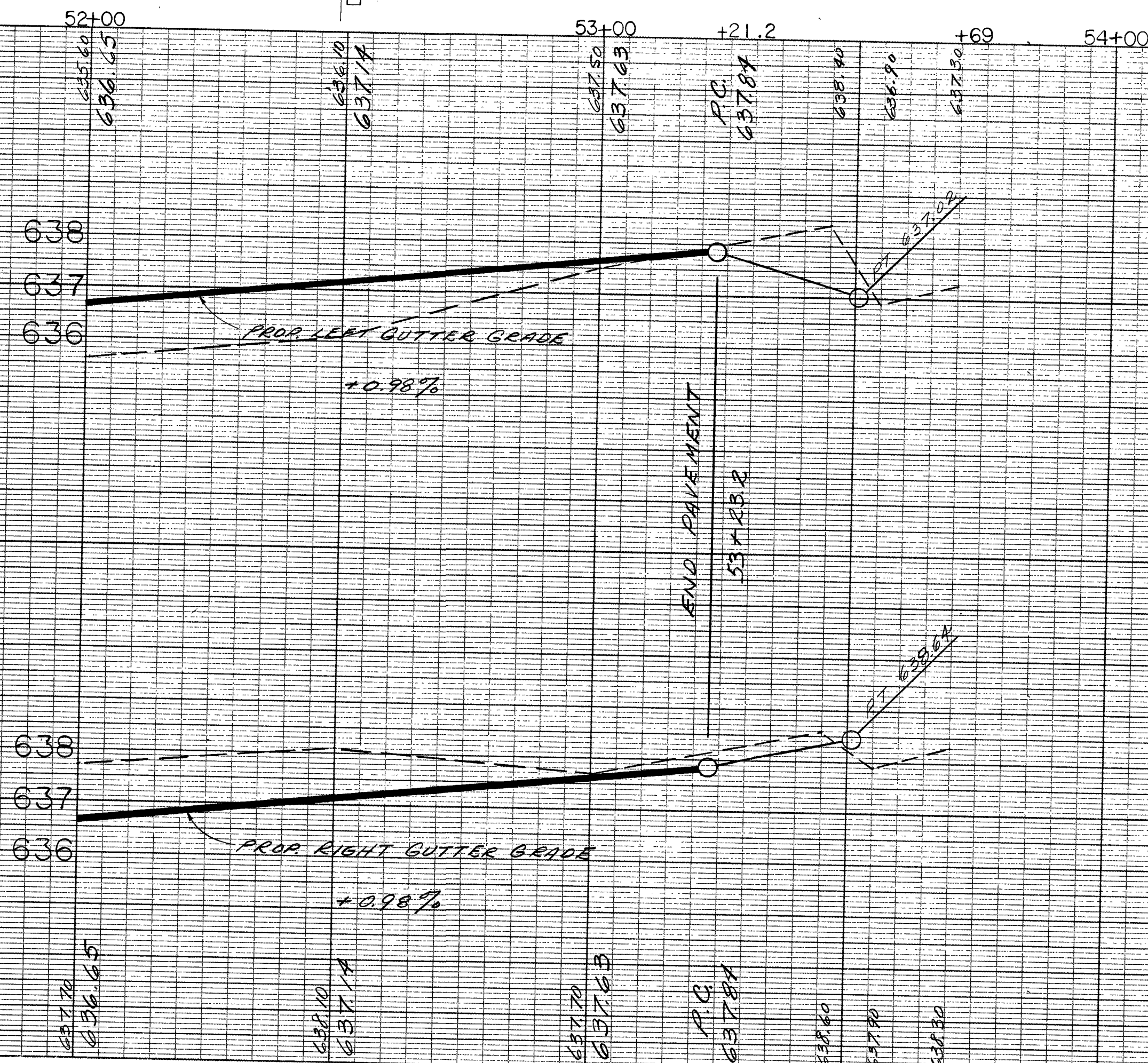
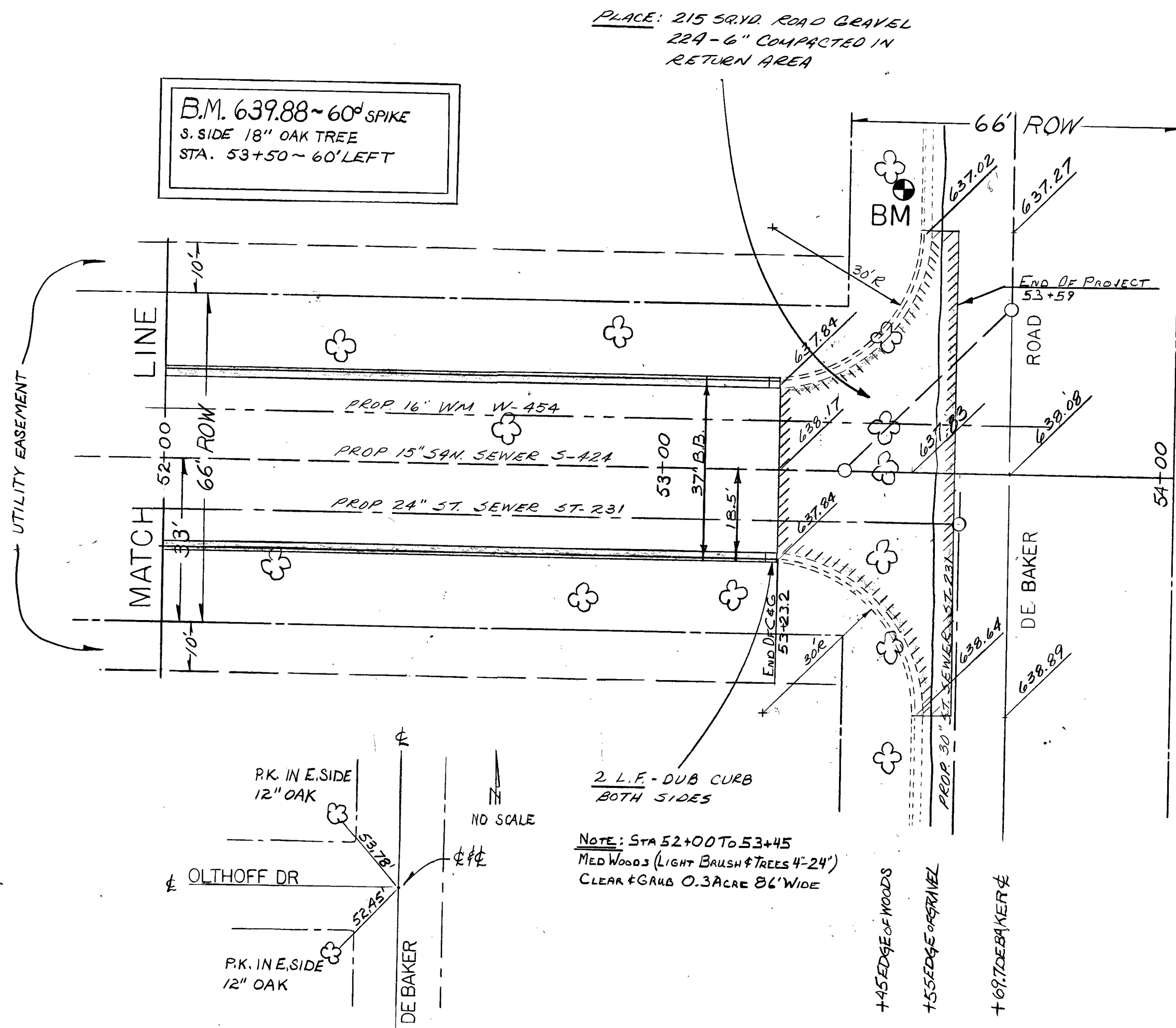
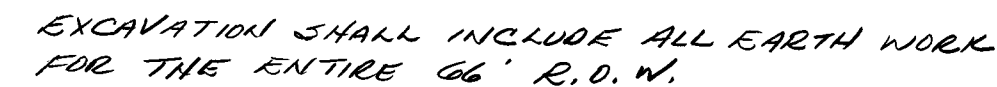
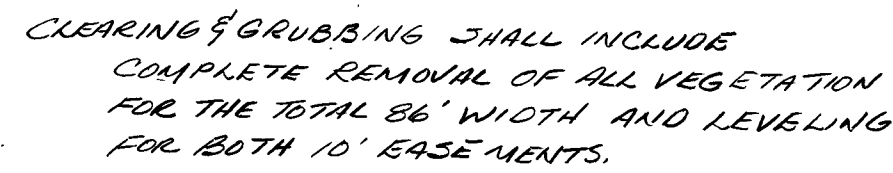
51+37 LT. & RT. - CONSTR. STD.
CATCH BASIN. PLACE C.B. CASTING
E.J.# 7045.

QUANTITIES THIS SHEET		
BIT. BASE COURSE @ 550#/S.YD.	504	TON
BIT. WEARING COURSE 31A @ 110#/S.YD.	106	TON
CATCH BASIN, STD.	4	EA.
CATCH BASIN CASTING E.J.# 7045	4	EA.
CONC. CURB & GUTTER, STD.	1000	L.FT.
EXCAVATION	SEE SHEET NO. 6	
CLEARING & GRUBBING	1.0	ACRE
STORM SEWER 10" C-14X CL III	87	L.FT.
BIT. LEVELING COURSE @ 168#/S.YD.	151	TON



CITY OF MUSKOGON OFFICE OF THE CITY ENGINEER		OLTHOFF DRIVE	
Drawn D.V. ERICKSEN 1-80	Revision	Survey C.A.S. 12-79	Project No. H-1169
Checked	Revision	As-Built D.V.E. 1-81	
Approved	Revision	Scale 1"=20'	
			Sheet No. 5 of 6

OLTHOFF DRIVE

[illegible]

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER				OLTHOFF DR.			
Drawn	W.P.	1-80	Revision	Survey	C.A.S.	12-79	H-1169
Checked			Revision	As-Built	2/15/81	Project No.	
Approved			Revision	Scale	1"=20'	Sheet No. 6 of 6	

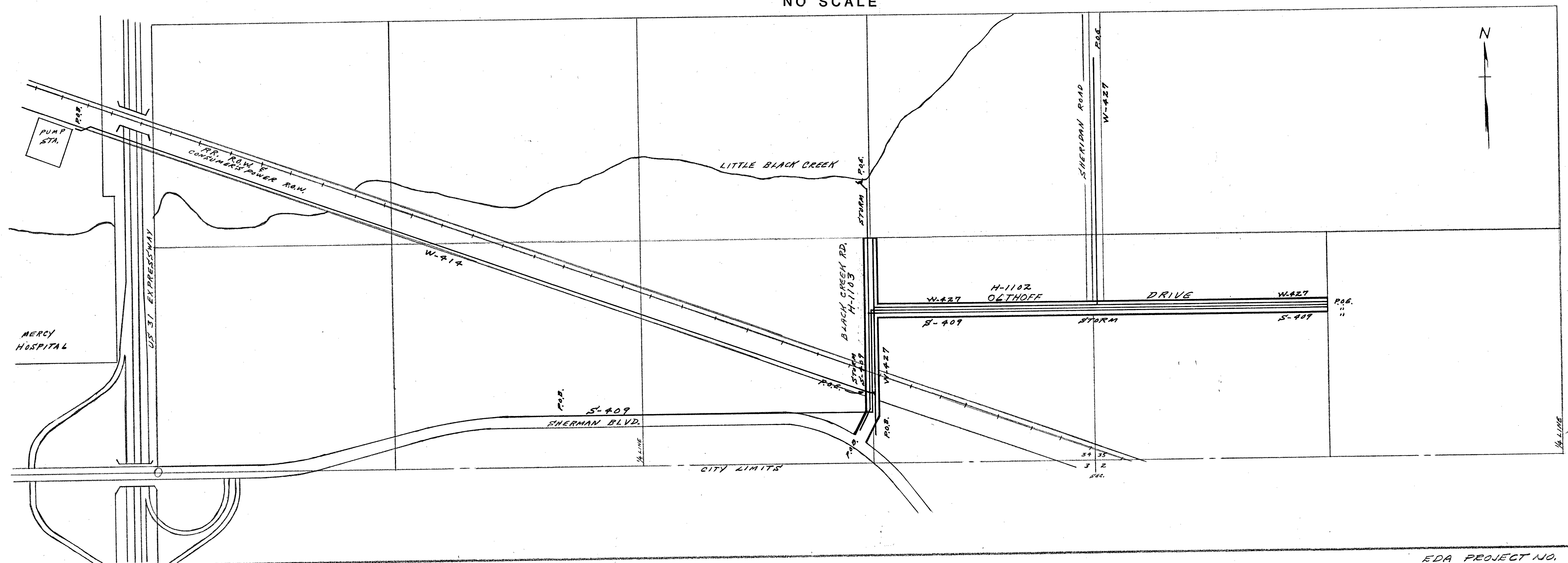
PORT CITY INDUSTRIAL CENTER NO. 4 & 5

CITY OF MUSKEGON ENGINEERING DEPT.

MUSKEGON, MICHIGAN

LOCATION MAP

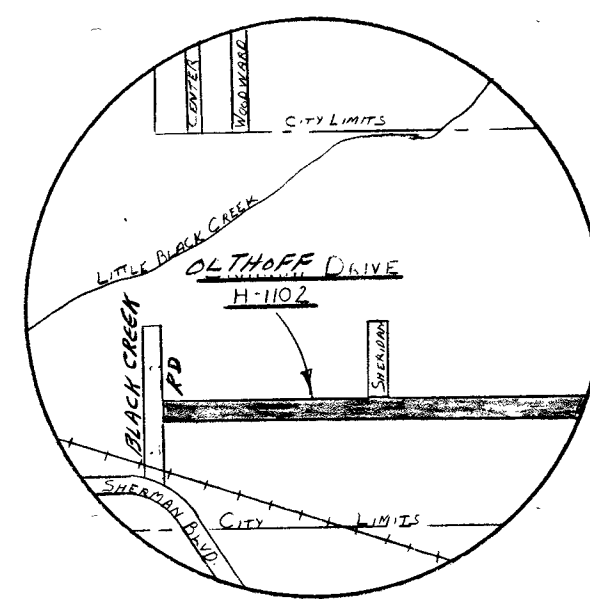
NO SCALE



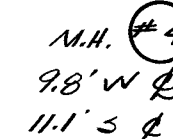
Robert H. Kuhn
STATE OF MICHIGAN
ROBERT H. KUHN
REGISTERED
ENGINEER
NO. 29371
PROFESSIONAL EMPLOYED



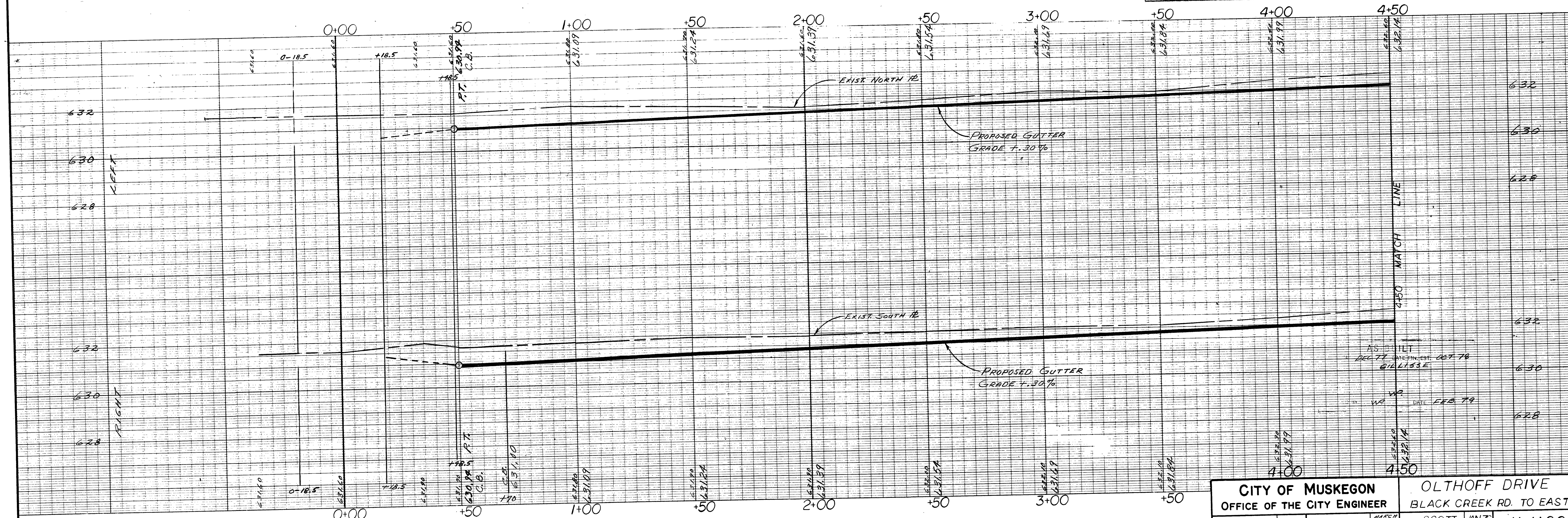
M.H. ⑥ STA. 3+74.9
9.7' 5¢



LOCATION MAP

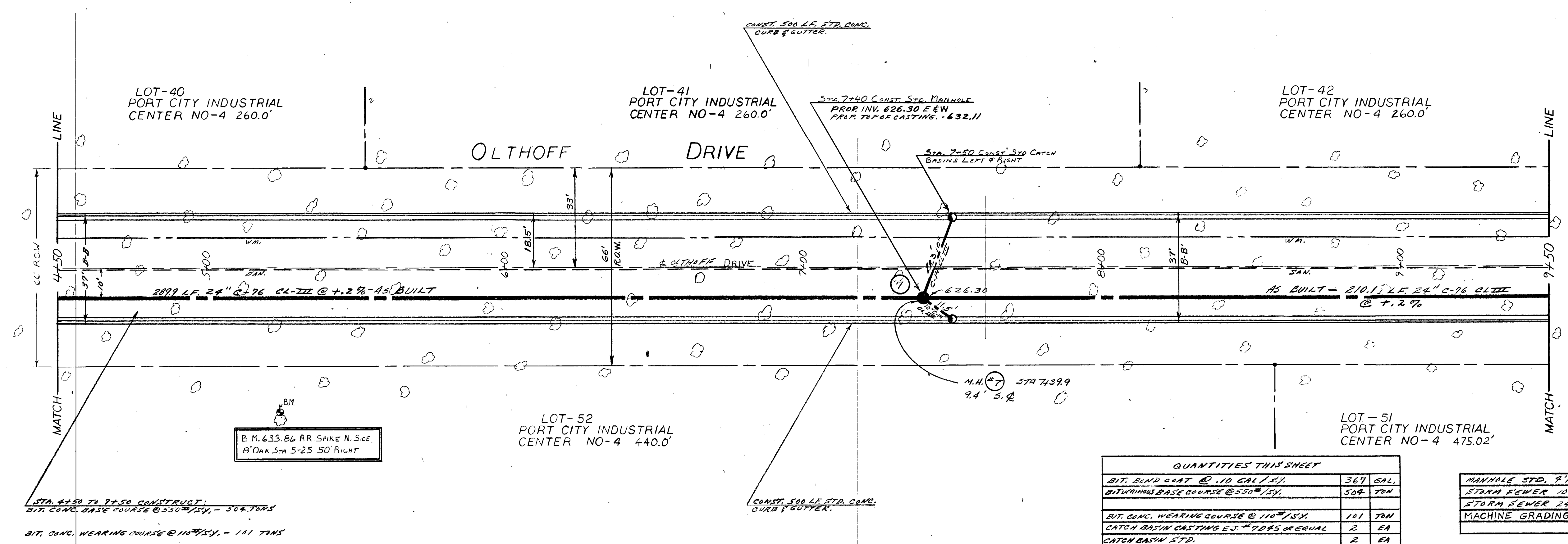


QUANTITIES THIS SHEET		
BIT. BAND CAT @ .10 GAL/LSY.	295	GAL.
BITUMINOUS BASE COURSE @ 550 #/LSY.	405	TON
BIT. CONC. WEARING COURSE @ 100 #/LSY.	81	TON
CATCH BASIN CASTING E.T. #7045 A EQUAL	3	EA.
CATCH BASIN STD.	3	EA.
CONC. CURB & GUTTER STD.	804	LF.
MANHOLE, CASTING E.T. #1000 O R EQUAL	2	EA.
MANHOLE 4' I.D. 0-10" DEEP PER DETAIL	2	EA.
MACHINE GRADING MODIFIED	4.02	STA
STORM SEWER 10" C-14 CL III	54	LF
STORM SEWER 24" C-76 CL III	460	LF



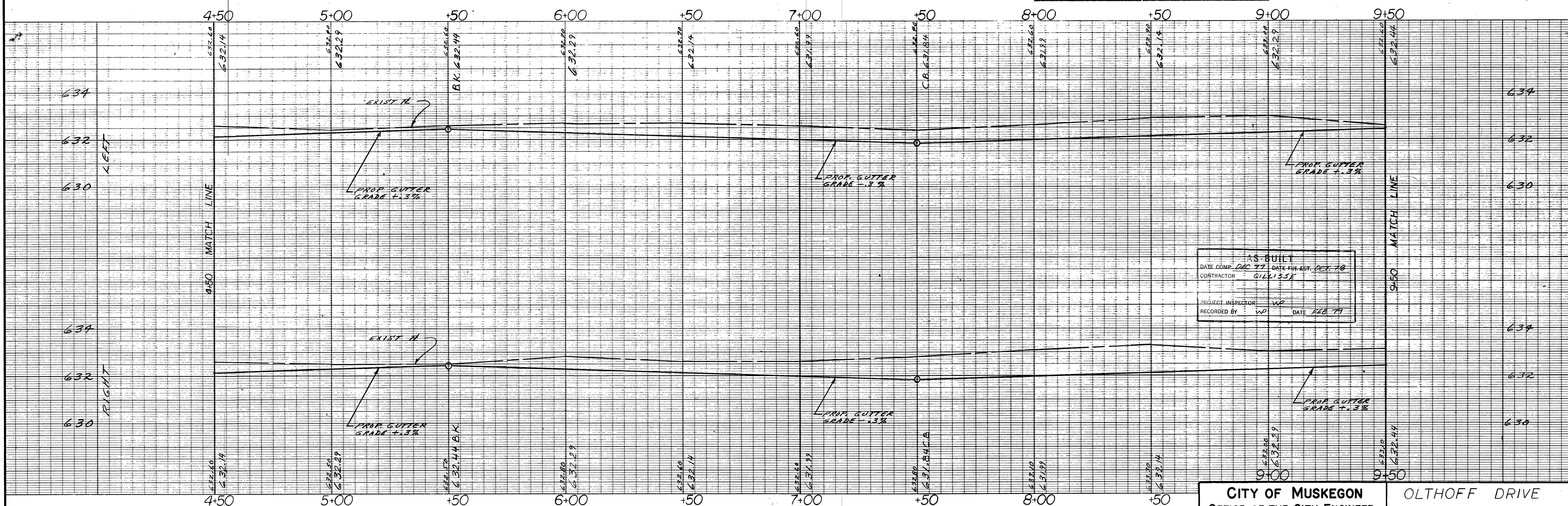
CITY OF MUSKOGON OFFICE OF THE CITY ENGINEER			OLTHOFF DRIVE BLACK CREEK RD. TO EAST					
Drawn	SCOTT	FEB 78	Revision	BOLACH H-1102	Surveys	SCOTT	JAN 78	H-1102
Checked			Revision	L. BOLDUC 4-12-78	As-Built			Project No.
Approved			Revision		Scale	1" = 20'		Sheet No. 1 of 7

EDA PROJECT NO: 06-01-01240



QUANTITIES THIS SHEET	
BIT. BOND COAT @ .10 GAL./SY.	367 GAL.
BITUMINUS BASE COURSE @ 550#/SY.	504 TON
BIT. CONC. WEARING COURSE @ 110#/SY.	101 TON
CATCH BASIN CASTING E.J. #7045 OR EQUAL	2 EA
CATCH BASIN STD.	2 EA
CONC. CURB & GUTTER STD.	1000 LF
MANHOLE CASTING E.J. #1000 OR EQUAL	1 EA

MANHOLE STD. 4' ID 6'-10" DEEP.	1	EA.
STORM SEWER 18" C-12 CL. III	42	LF
STORM SEWER 24" C-76 CL. III	500	LF
MACHINE GRADING MODIFIED	5.0	STA.



AS-BUILT
DATE COMP. DEC 77 DATE FIN. EST. OCT 78
CONTRACTOR GILLISSE
PROJECT INSPECTOR WP
RECORDED BY WP DATE FEB 79

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		OLTHOFF DRIVE BLACK CREEK RD. TO EAST	
Drawn SCOTT	REVISION BOLLEN	Survey SCOTT	Project No. H-1102
Checked	Revision	As-Built	Sheet No. 2 of 7
Approved	Revision	Scale 1"=20'	

FDA PROJECT: 06-01-01240

CONST. 500 L.F. STD. CONC.
CURB & GUTTER.

LOT-42
PORT CITY INDUSTRIAL
CENTER NO-4 260.0'

OLTHOFF DRIVE

LOT-43
PORT CITY INDUSTRIAL
CENTER NO-4 259.82'

STA. 12+70 CONST. SPECIAL MANHOLE PER DETAIL
4" ID. 6'-10" DEEP PROP. TOP OF
CASTING - 627.96
PROP. INV. - 627.70

NOTE: FOR BURIED
TELEPHONE CABLE DATA
SEE W-427 SHEET 6
OF 12.

STA. 13+71 CONST. SPECIAL MANHOLE PER DETAIL
4" ID. 6'-10" DEEP PROP. TOP OF
CASTING - 627.56
PROP. INV. 627.56 N.S.E.F.W.

RELOCATE EXIST. TELEPHONE
CONDUITS & ENCASE 60 L.F.
PER DETAIL.

PLUS
INCIDENTAL
PROP. INV. 627.70

4" W. LINE SEC. 35
+44 E. SHERIDAN (400)

4" W. LINE SEC. 35
+41 E. SHERIDAN

4" W. LINE SEC. 35
+41 E. SHERIDAN

M.H. #9 STA. 13+72.8
90' W. &
96' S. E

CONST. 500 L.F. STD. CONC.
CURB & GUTTER.

B.M. 634.50-600 SPIKE N. SIDE
10" OAK STA 10+00 60' RIGHT

LOT-51
PORT CITY INDUSTRIAL
CENTER NO-4 475.02'

STA. 9+50 TO 14+50 CONSTRUCT:
BIT. CONC. BASE COURSE @ 550 #/SY. - 504 TONS.

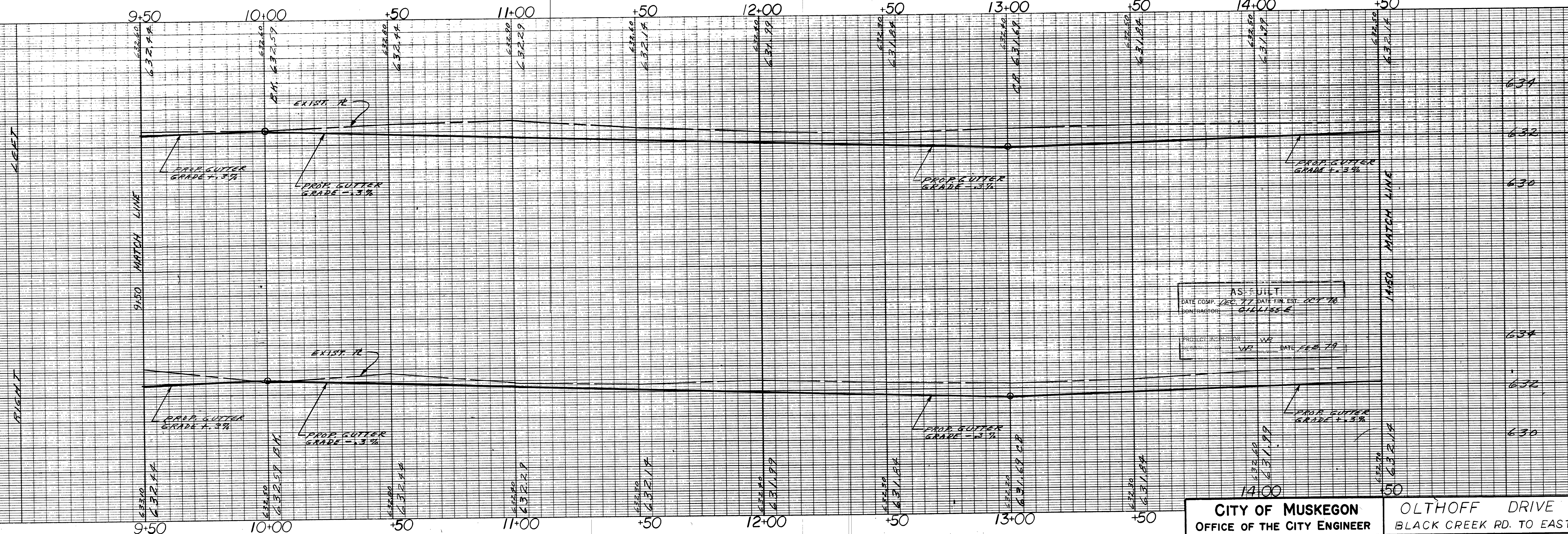
BIT. CONC. WEARING COURSE @ 110 #/SY. - 101 TONS.

QUANTITIES THIS SHEET	
BIT. SAND CMT @ 110 GAL./SY.	367 GAL.
BITUMINUS BASE COURSE @ 550 #/SY.	504 TONS
BIT. CONC. WEARING COURSE @ 110 #/SY.	101 TONS
CATCH BASIN CASTING 24" DIA. OR EQUAL	2 EA.
CATCH BASIN STD.	2 EA.
CONC. CURB & GUTTER, STD.	1000 L.F.
RELOCATE & ENCASE CONDUIT PER DETAIL	80 L.F.
MANHOLE CASTING 4' DIA. OR EQUAL	2 EA.
MANHOLE 4' ID. 6'-10" DEEP PER DETAIL	2 EA.
STORM SEWER 10" C-14 CL. III	92 L.F.
STORM SEWER 12" C-14 CL. III	135 L.F.
STORM SEWER 18" C-76 CL. III	79 L.F.
STORM SEWER 24" C-76 CL. III	42 L.F.
MACHINE GRADING MODIFIED	5.0 STA.

STA. 13+00 CONST. STD.
CATCH BASINS LEFT & RIGHT.

PLUS
INCIDENTAL
PROP. INV. 627.69

B.M. 634.23 600 SPIKE N. SIDE
15" OAK STA 14+25 40' RIGHT



AS-BUILT
DATE COMP. DEC. 77 DATE FIN. EST. OCT. 78
CONTRACTOR GILLISS & SONS
PROJECT INSPECTOR W.D. DATE FEB. 79

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		OLTHOFF DRIVE BLACK CREEK RD. TO EAST	
Drawn ANDERSON MAR 76	Revision G. LACH MAR 76	Survey SCOTT JAN 76	Project No. H-1102
Checked	Revision	As-Built	Scale 1" = 20'
Approved	Revision	Soile	Sheet No. 3 of 7

EDA PROJECT NO: 06-01-01240



CONST. 500 L.F. STD. CONC.
CURB & GUTTER.

LOT-44
PORT CITY INDUSTRIAL
CENTER NO-4 226.0'

OLTHOFF DRIVE

STA. 17+00, CONST. STD.
CATCH BASIN LEFT &
RIGHT.

LOT 45
PORT CITY INDUSTRIAL
CENTER NO.4 260.0'

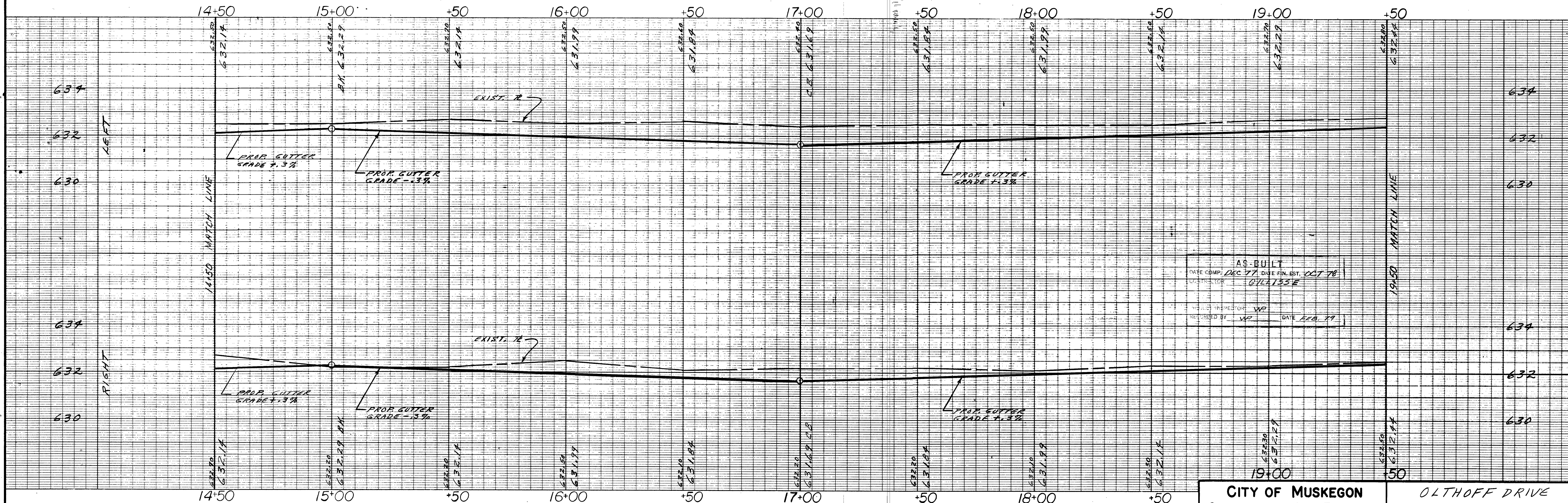
STA. 16+90, CONST. SPECIAL MANHOLE PER DETAIL
4' I.D. 0'-10" DEEP. PROP. INV. 628.20
PROPOSED TOP CASTING 631.96
LOT-50
PORT CITY INDUSTRIAL
CENTER NO-4 617.48'

STA. 14+50 TO 19+50 CONSTRUCT:
BIT. CONC. BASE COURSE @ 550 #/SY. - 50 TONS

BIT. CONC. WEARING COURSE @ 110 #/SY. - 101 TONS

QUANTITIES THIS SHEET	
BIT. BOND COAT @ 10 GAL./SY.	367 GAL.
BITUMINUS BASE COURSE @ 550 #/SY.	50 TON
BIT. CONC. WEARING COURSE @ 110 #/SY.	101 TON
CATCH BASIN CASTING ST. # 7045 OR EQUAL	2 EA.
CATCH BASIN STD.	2 EA.
CONC. CURB & GUTTER STD.	1000 L.F.
MANHOLE CASTING 6' J. # 1000 OR EQUAL	1 EA.
MANHOLE 4' I.D. 0'-10" DEEP. PER DETAIL	1 EA.
STORM SEWER 18" C-76 CL III	42 L.F.
STORM SEWER 18" C-76 CL III	500 L.F.
MACHINE GRADING MODIFIED	5.0 STA.

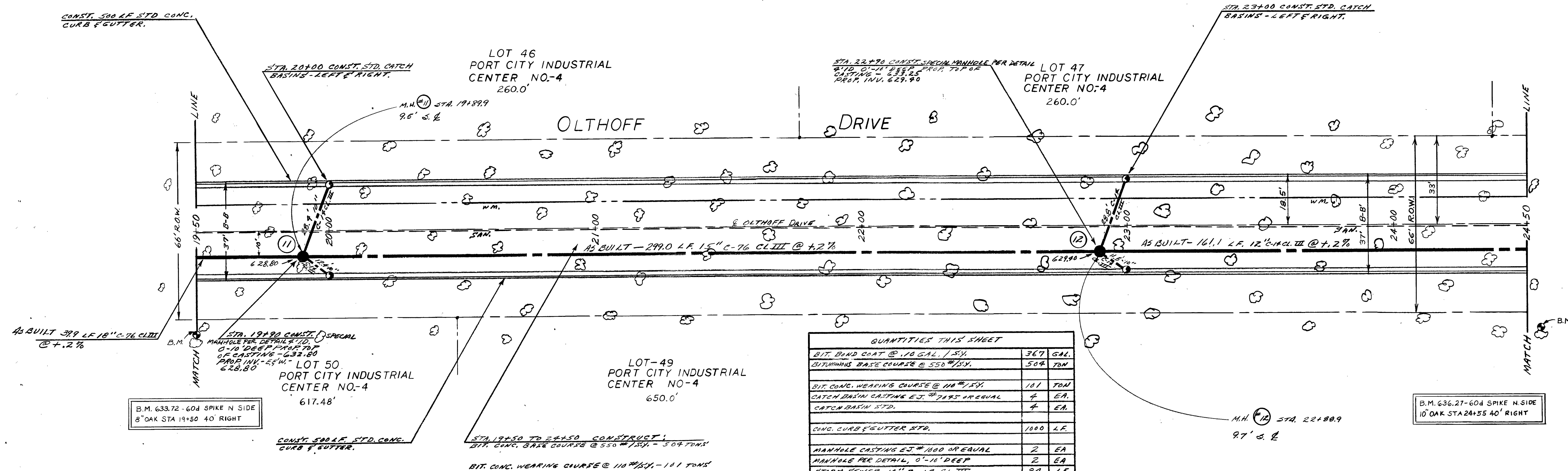
B.M. 633.72 60D SPIKE N. SIDE
8' OAK STA 19+50 40' RIGHT



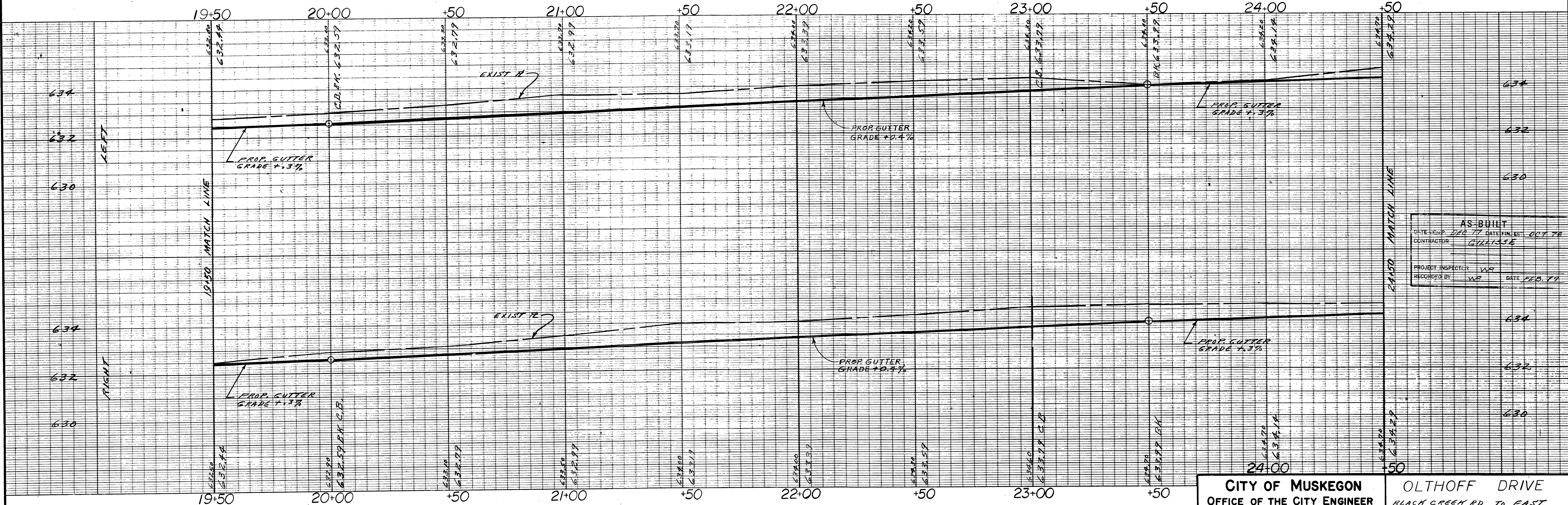
AS-BUILT
DATE COMP. DEC 77 DATE FIN. EST. OCT 78
DRAWN BY GILLESPIE
CHECKED BY VP
REVIEWED BY VP DATE FEB 79

CITY OF MUSKEGON				OLTHOFF DRIVE			
OFFICE OF THE CITY ENGINEER				BLACK CREEK RD. TO EAST			
Drawn ANDERSON	Mar 76	Revision	RELACH	Mar 76	Survey	SCOTT	Jan 76
Checked		Revision			As-Built		
Approved		Revision			Scale 1" = 20'	Project No.	H-1102
						Sheet No. 4 of 7	

EDA PROJECT NO. 06-01-01240

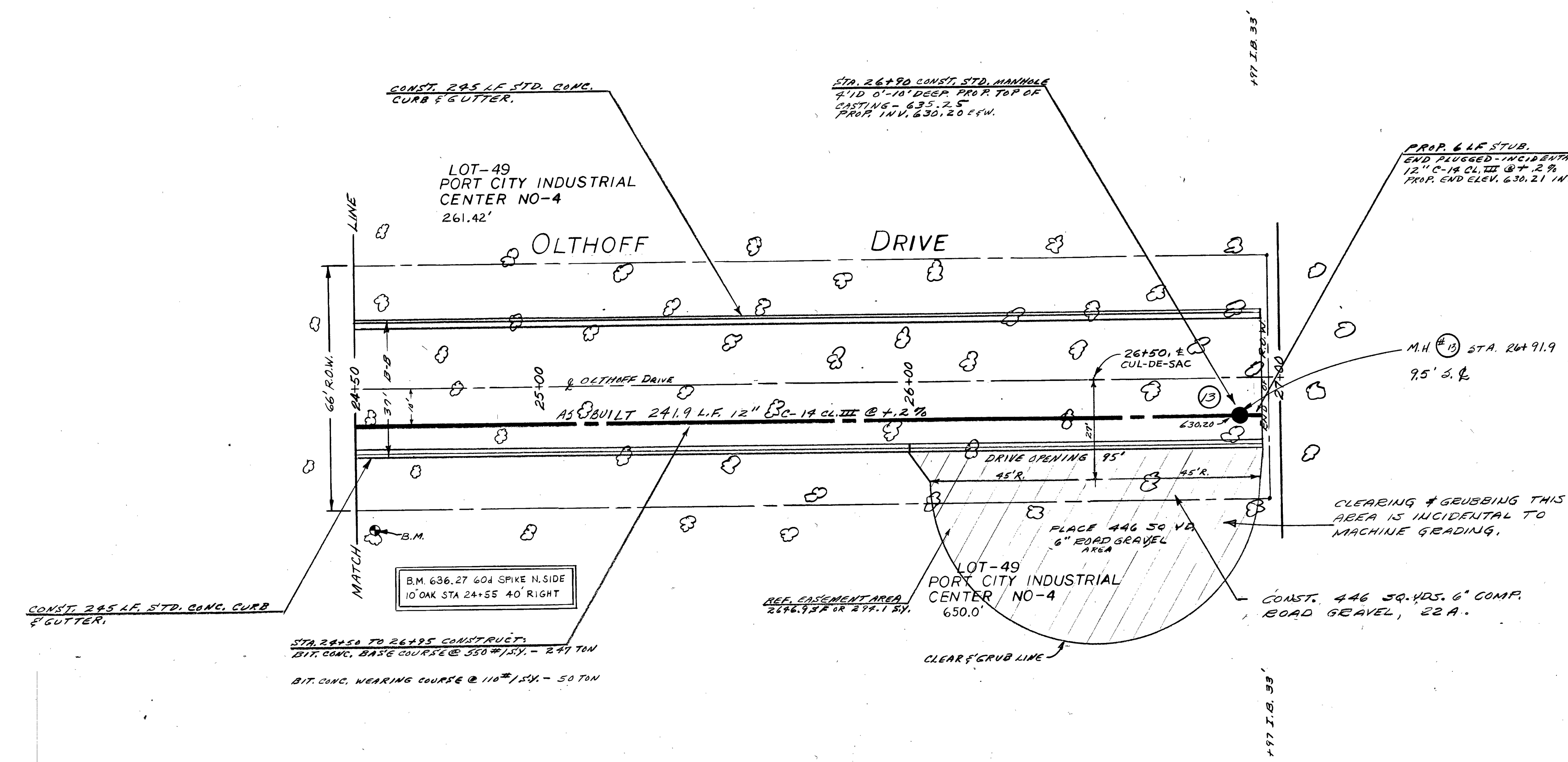


QUANTITIES THIS SHEET	
BIT. BOND COAT @ 10 GAL / SY.	367 GAL
OUTRIGGING BASE COURSE @ 550 #/SY.	504 TON
BIT. CONC. WEARING COURSE @ 110 #/SY.	141 TON
CATCH BASIN CASTING 4' 7" DIA. 4' DEEP	4 EA.
CATCH BASIN STD.	4 EA.
CONC. CURB & GUTTER STD.	1000 LF.
MANHOLE CASTING 4' 7" DIA. 4' DEEP	2 EA.
MANHOLE PER DETAIL, 0' 10" DEEP	2 EA.
STORM SEWER 18" C-76 CL III	84 LF.
STORM SEWER 12" C-14 CL III	160 LF.
STORM SEWER 15" C-76 CL III	300 LF.
STORM SEWER 18" C-76 CL III	40 LF.
MACHINE GRADING MODIFIED	5.0 STA.

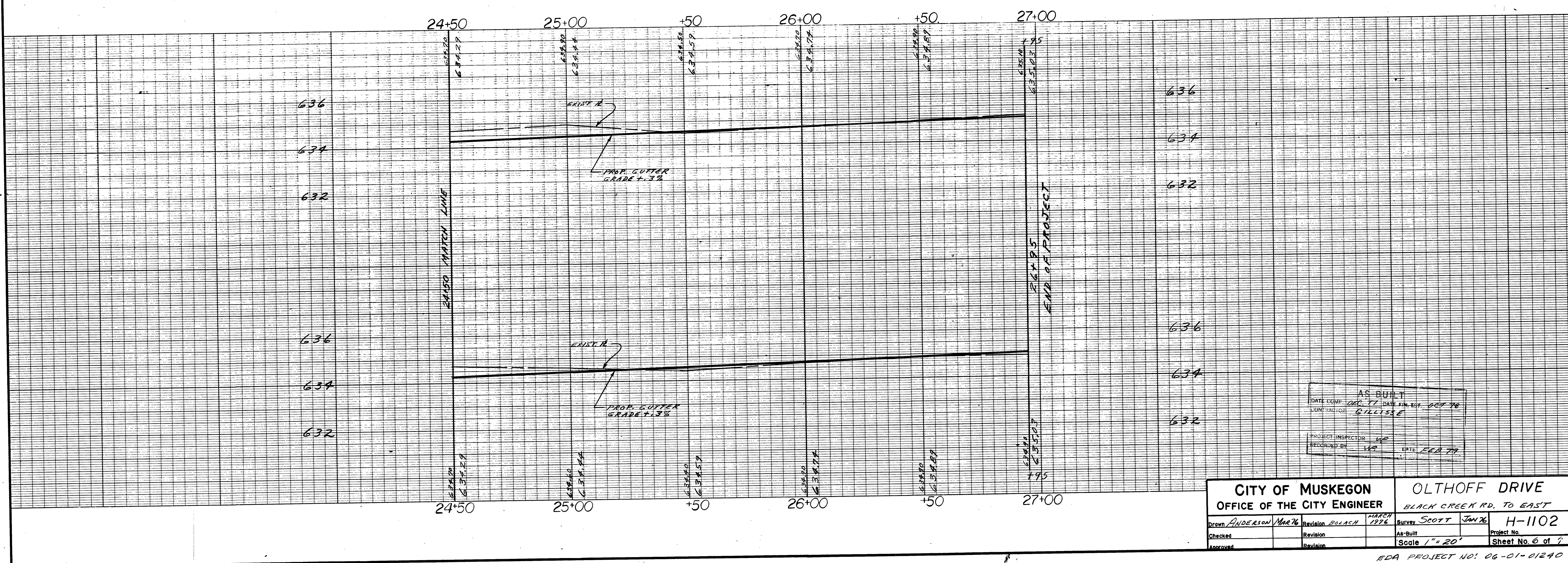


CITY OF MUSKEGON		OLTHOFF DRIVE	
OFFICE OF THE CITY ENGINEER		BLACK CREEK RD. TO EAST.	
Drawn ANDERSON MAR 76	Revision BOLLEN MAR 76	Survey SCOTT JAN 76	H-1102
Checked	Revision	As-Built	Project No.
Approved	Revision	Scale 1"=20'	Sheet No. 5 of 7

EDA PROJECT NO. 06-01-01240

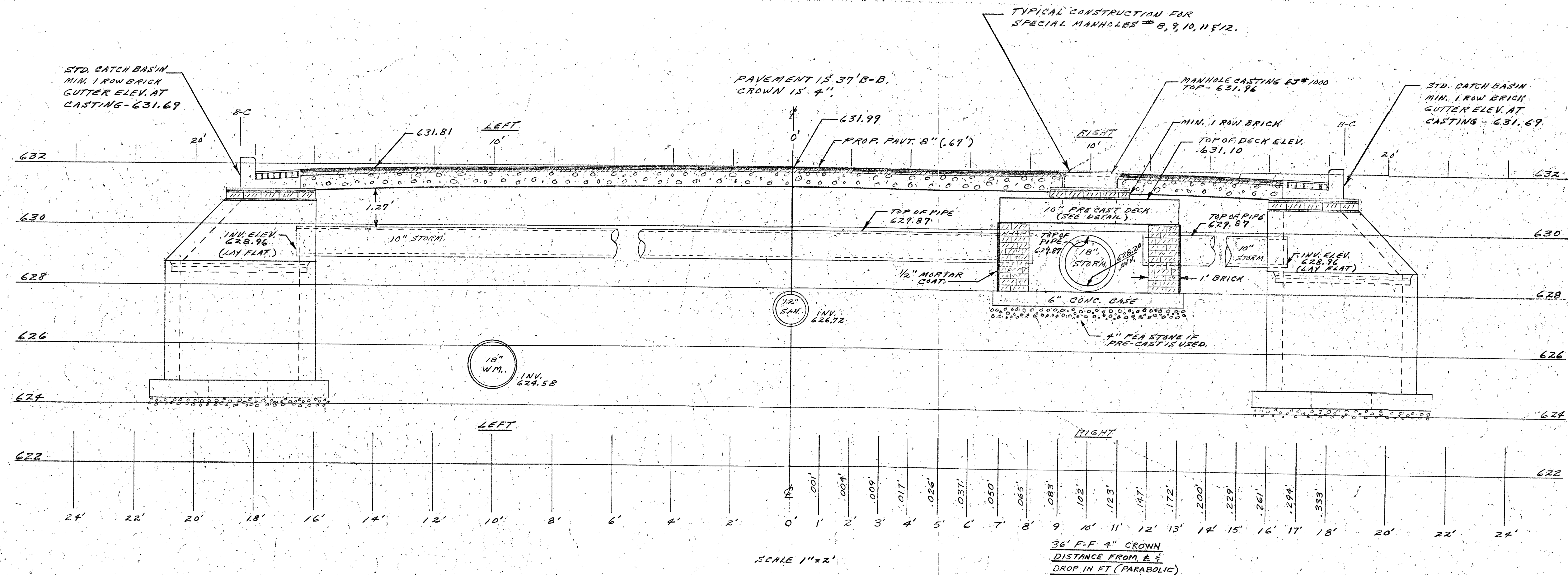


QUANTITIES THIS SHEET		
ROAD GRAVEL 6" 22A	446	S.Y.
BIT. BOND COAT @ .10 GAL./S.Y.	180	GAL.
BITUMINOUS BASE COURSE @ 550#/S.Y.	247	TN
BIT. CONC. WEARING COURSE @ 110#/S.Y.	50	TN
CONC. CURB & GUTTER STD.	490	L.F.
MANHOLE CASTING 6" 1000 OR EQUAL	1	EA
MANHOLE STD 4' 0" 18" DEEP	1	EA
STORM SEWER 12" C-18 CL. III	276	L.F.
MACHINE GRADING MODIFIED	247	STA.
ALTERNATE - ROAD GRAVEL 22A, 6" COMP	446	S.Y.

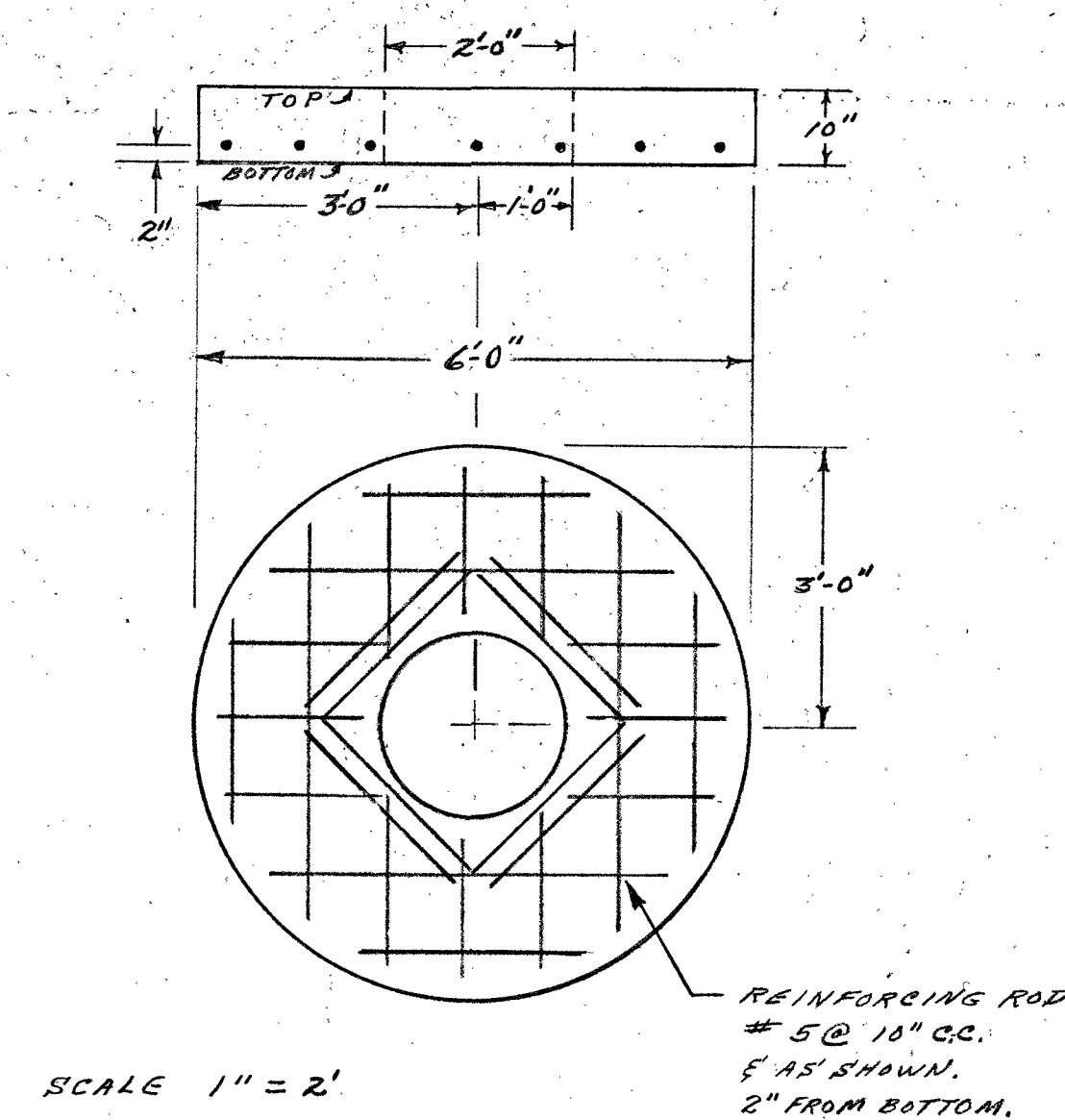


CITY OF MUSKEGON		OLTHOFF DRIVE	
OFFICE OF THE CITY ENGINEER		BLACK CREEK RD. TO EAST	
Drawn ANDERSON MAR 76	Revision BOLACH MAR 76	Survey SCOTT JAN 76	H-1102
Checked	As-Built	Scale 1"=20'	Sheet No. 6 of 7
Approved	Revision		

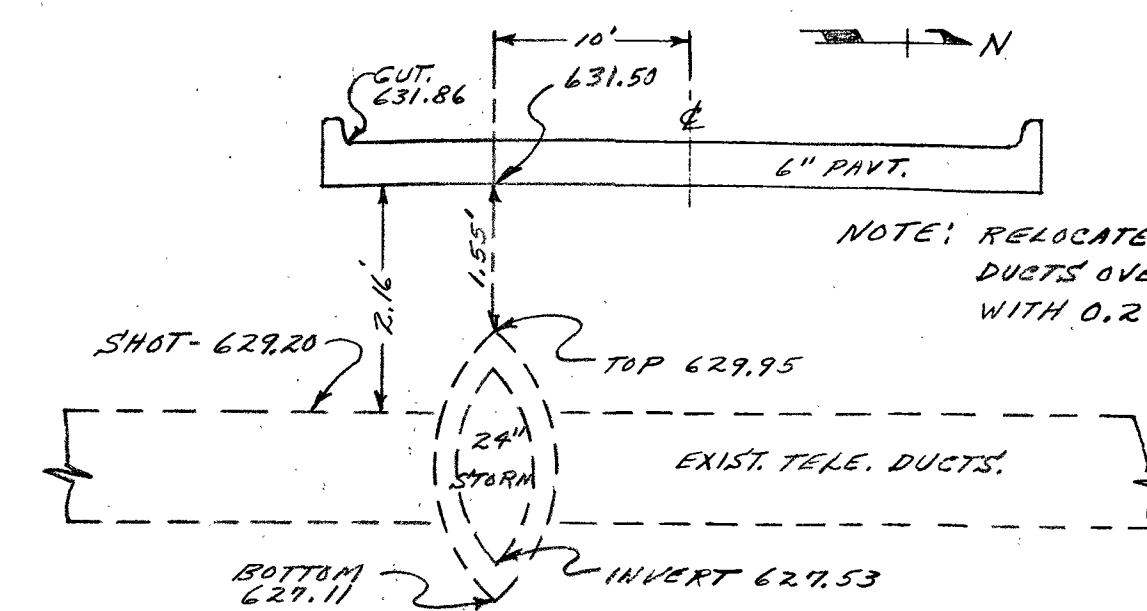
EDA PROJECT NO: 06-01-01240



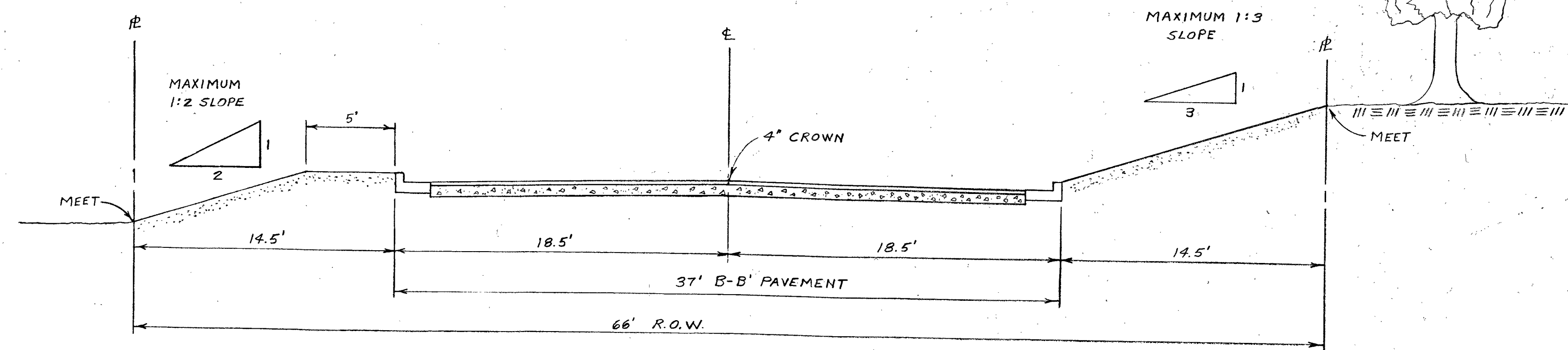
DETAIL
MANHOLE #10 STA 16+90



DETAIL
PRE CAST CONCRETE DECK



DETAIL
EXIST. TELE. DUCTS
H-1102 STA. 13+57



MACHINE GRADING
MODIFIED DETAIL

AS-BUILT	
DATE COMP. DEC 77	DATE FIN. EST. OCT 78
CONTRACTOR GILLISSE	
PROJECT INSPECTOR W.P.	
RECORDED BY W.P.	DATE FEB 77

CITY OF MUSKEGON OFFICE OF THE CITY ENGINEER		H-1102
DRAWN BY BOLACH	FEB 1977	OLTHOFF DRIVE BLACK CREEK RD TO EAST
SURVEY BY		
ENGIN. BY		
REVISOR EVICKSEN	MARCH 1977	SCALE NOTED SHEET NO. 7 OF 7 SHEETS

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290



March 30, 2021

RE: Addendum #001 – Industrial Park Access Road RFP

The original Request for Proposals (RFP) document has been updated. The original document indicated on the cover sheet that proposals were due on Monday, April 13th. This was corrected to Tuesday, April 13th.

Proposals are due to the City Clerk's Office (933 Terrace Street, Muskegon, MI 49440) by 2:00 PM on Tuesday, April 13th. At that time the clerk will unseal all proposals received and provide them to the selection team for scoring.

Sincerely,

A handwritten signature in blue ink, which appears to be 'Leo Evans', is written over a horizontal line.

Leo Evans
DPW Director
City of Muskegon
231-724-6920
Leo.Evans@shorelinecity.com

Engineering Proposals

Industrial Park Access Road

Reviewed by: Leo Evans, LeighAnn Mikellett & Joke Eskholm
Date: 29 Apr-21

	A	B	C	D	E	F	G	H	I
Firm:	Moore & Bruggink	NTH Consultants	Progressive AE	Rowe	DLZ	ENG	Fleis & Vandenberg	Prein & Newhof	HFC
Location:									

Scoring Criteria

Qualifications of Team	60	55	55	60	55	55	55	60	60
Understanding of Service	35	30	30	32	30	30	30	32	35
Location of Firm	5	3	3	3	3	4	3	5	4
Total Score	100	88	88	95	88	89	88	95	98
Rank	6	6	3	6	5	6	3	2	1

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Include an organizational chart. Describe the roles of the key members of the team as it relates to the successful completion of the project. Include key members of sub consultants and what roles will be completed by those sub consultants. Provide resumes for all key members. Up to three (3) references may be provided for use at the discretion of the scoring team.

Understanding of Service shall be scored based on the information provided in the proposal that details the understanding of the processes and milestones throughout the project to ensure that the project is completed successfully. Include relevant technical competence in the project areas, and past experience completing projects of similar scope.

Location of Firm will be based on location of the firm's office where project work will be completed. A maximum score will be awarded for firms completing work within the corporate limits of the city of Muskegon. Reduced scores will be awarded to firms proportional to their distance from the city of Muskegon.

Byron Wells 4.30.21

William Wells 4/30/21

[Signature] 4/30/21

May 4, 2021

Department of Public Works
CITY OF MUSKEGON
1350 East Keating Avenue
Muskegon, MI 49442

Attn: Mr. Leo Evans, Director

Re: Proposal for Engineering Services
Industrial Park Roadway Expansion

HRC Job No. 20210307

Dear Mr. Evans:

We propose to complete the design and construction engineering for the following costs per our proposal dated April 13, 2021:

Design Engineering = \$51,800.00
Construction Engineering = \$62,600.00

As requested, we have included an anticipated hours and effort breakdown.

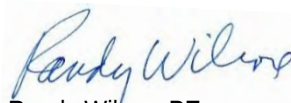
A draft agreement for professional services is also attached.

If you have any questions or require any additional information, please contact Randy Wilcox at (616) 292-2666.

Very truly yours,
HUBBELL, ROTH & CLARK, INC.



Todd Sneathen, PE
Vice President
Direct: (517) 294-6193
Mobile: (517) 292-1929
tsneathen@hrcengr.com



Randy Wilcox, PE
Manager- Civil Department
Direct: (616) 649-9432
Mobile: (616) 292-2666
rwilcox@hrcengr.com

HOURS AND EFFORT BREAKDOWN -Muskegon Industrial Park Roadway Expansion			
Design Engineering			
	Anticipated Rate	Hours	Effort
Anticipated HRC Staff			
Associate - Jesse Morgan	\$148.09	10	\$1,466.09
Manager Civil- Randy Wilcox	\$157.53	41	\$6,458.73
Graduate Engineer I - Lucas Marion	\$85.55	124	\$10,608.20
CAD Tech - Dani Wilcox	\$66.38	215	\$14,245.15
Manager Survey, Scott Roth	\$110.10	48	\$5,284.80
Survey Technician - Isaac Clement	\$57.60	48	\$2,764.80
Survey Party Cheif -Tim Spicer	\$92.40	48	\$4,435.20
Sr. Survey Technician John Kibble	\$92.40	48	\$4,435.20
Subtotal HRC Effort		582	\$49,698.17
Reimbursables and Subconsultants			
Geotechnical - Soil & Structures, Inc.			\$ 2,100.00
Subtotal Reimbursable Fees			\$ 2,100.00
Total HRC and Reimbursable Effort			\$51,798.17
Total Not to Exceed Fee			\$51,800.00

HOURS AND EFFORT BREAKDOWN -Muskegon Industrial Park Roadway Expansion			
Construction Engineering			
	Anticipated Rate	Hours	Effort
Anticipated HRC Staff			
Project Manager Civil- Randy Wilcox	\$157.53	24	\$3,780.72
Graduate Engineer I - Lucas Marion	\$85.55	8	\$684.40
Observer - Stacy Wadas	\$57.53	423	\$24,335.19
Project Engineer - Larry Hummel	\$139.24	56	\$7,797.44
Manager Survey, Scott Roth	\$110.10	30	\$3,303.00
Survey Technician - Isaac Clement	\$57.60	98	\$5,644.80
Survey Party Cheif -Tim Spicer	\$92.40	98	\$9,055.20
Subtotal HRC Effort		737	\$54,600.75
Reimbursables and Subconsultants			
Testing - Soil & Structures, Inc. and/or HRC			\$ 8,000.00
Subtotal Reimbursable Fees			\$ 8,000.00
Total HRC and Reimbursable Effort			\$62,600.75
Total Not to Exceed Fee			\$62,600.00

AGREEMENT
CITY OF MUSKEGON DEPARTMENT OF PUBLIC WORKS
AND HUBBELL, ROTH & CLARK, INC. (HRC)
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 4, 2021 ("Effective Date") between

City of Muskegon Dept. of Public Works, 1350 East Keating Avenue Muskegon, MI 49442 ("Owner")

and Hubbell, Roth & Clark, Inc. (HRC), 1925 Breton Ave, Suite 100 Grand Rapids, Michigan 49506 ("Engineer")

HRC agrees to provide the services described below to Owner for Industrial Park Roadway Expansion ("Project").

Description of HRC's Services: See attached Proposal dated April 13, 2021

Owner and HRC further agree as follows:

1.01 Basic Agreement

A. HRC shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay HRC for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* HRC will prepare a monthly invoice in accordance with HRC's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due HRC for services and expenses within 30 days after receipt of HRC's invoice, the amounts due HRC will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, HRC may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until HRC has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, HRC shall furnish services in addition to those set forth above.

B. Owner shall pay HRC for such additional services as follows: For additional services of HRC's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of HRC's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and HRC's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

2. By HRC:

- a. Upon seven days written notice if HRC believes that HRC is being requested by Owner to furnish or perform services contrary to HRC's responsibilities as a licensed professional; or
- b. Upon seven days written notice if the HRC's services for the Project are delayed or suspended for more than 90 days for reasons beyond HRC's control.

HRC shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3. For convenience,

- a. By Owner effective upon the receipt of notice by HRC.
- b.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow HRC to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and HRC each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and HRC (and to the extent permitted by paragraph 6.01.B the assigns of Owner and HRC) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor HRC may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by HRC under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. HRC makes no warranties, express or implied, under this Agreement or otherwise, in connection with HRC's services. HRC and its consultants may use or rely upon the design services of others provided by or through the Owner, including, but not limited to, contractors, manufacturers, and suppliers.

B. HRC shall not at any time supervise, direct, or have control over any contractor's work, nor shall HRC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. HRC shall not have authority to stop the contractor's work.

C. HRC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. HRC shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or

of any contractor's agents or employees or any other persons (except HRC's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of HRC.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract.

F. If this contract results in a construction project, the Owner agrees to cause the General Contractor and its subcontractors to indemnify and name HRC and its sub-consultants as Additional Insured's on their General Liability policies on a primary and non-contributory basis.

G. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. All design documents prepared or furnished by HRC are instruments of service, and HRC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

I. To the fullest extent permitted by law, Owner and HRC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that HRC's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by HRC, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory plead or asserted.

J. The parties acknowledge that HRC's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If HRC or any other party encounters a Hazardous Environmental Condition, HRC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and HRC and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay HRC as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of HRC's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and HRC's consultants' charges, if any.

2. An anticipated detailed hours and effort breakdown is attached.

3. The total compensation for services and reimbursable expenses is estimated to be \$114,400.00.

B. HRC's compensation is conditioned on the construction period requiring full time construction observation not exceeding 2 months.

Should the time to complete construction be extended beyond this period, total compensation to HRC shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

City of Muskegon:

HRC:



By: _____

By: Todd Sneathen, P.E.

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: May 4, 2021

Address for giving notices:

Address for giving notices:

1925 Breton Ave Suite 100

Grand Rapids, MI 49506

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11 th , 2021	Title: PC Industrial Park - Forestry
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking approval of the bids for forestry work from Habitat Management of Michigan to provide forestry services at the former MDOC property in the Port City Industrial Park.

Detailed Summary:

Staff worked with Professional Forester (Randy Kuipers) to mark timber and solicit bids for the harvest of timber and land clearing work on the former MDOC properties within the Port City Industrial Park. This was done in an effort to prepare the site for future development while utilizing the remainder of our state grant funds that are dedicated to the site. Mr. Kuipers is a professional forester whom provides forestry services for the Muskegon County Wastewater in managing their forests.

Mr. Kuipers reviewed the site, marked the timber on the site and solicited bids from timber harvesting firms for the wood on the site. In addition Mr. Kuipers assisted us in obtaining a bid for the land clearing work on the site which includes removal of the non-marketable timber, stumps and any other small clearing work.

The result of these solicitations was that Habitat Management of Michigan provided the best bid for both services with their bids contingent upon being hired for both operations.

- Habitat Management - Marketable Timber Bid = \$22,750.00 (Revenue)
- Habitat Management – Land Clearing Contract = \$4,500 / Acre (Expense) and will generate revenue to partially offset that cost via the sale of Small Logs (\$25/Cord) and Firewood (\$7/Cord). This land clearing contract is expected to be a net expense to the City of approximately \$35,000 - \$40,000 depending on the value of the small logs and firewood from the site and the final footprint of the clearing operation.

In addition to the above contracts Mr. Kuipers would be paid a net of 14% the total timber sale proceeds (~\$3,900 - \$4,600). This percentage was checked against work at Muskegon County Wastewater and found to be identical to contracts paid there.

The net cost to the city for all forestry work and Mr. Kuiper's services is estimated at approximately \$25,000 depending on several variables.

Sealed bids were not received at the Clerk's Office for this work, as it is traditional for the hired forester to solicit and obtain bids and represent the client from a fiduciary standpoint. This represents a deviation from the current purchasing policy but was done in an effort to follow industry standards.

Amount Requested: \$25,000	Amount Budgeted: \$790,755 (Remaining Balance)
Fund(s) or Account(s): 482-91908	Fund(s) or Account(s): 482-91908
Recommended Motion: Authorize staff to accept the bids from Habitat Management of Michigan to harvest the marketable timber and to complete the land clearing at the former MDOC site within the Port City Industrial Park and to authorize payment to Mr. Kuipers for his forestry services in the amount of 14% the net timber sale proceeds.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Timber Sale Bid Notice

City of Muskegon/Industrial Park

Bids due Friday, April 30, 2021, 5:00 pm

Bids will be received by Randy Kuipers Consulting Forester, LLC of 4612 Lakeshore Dr., Holland, MI 49424, by e mail rkforester499@gmail.com, Fax 616-399-6527, or by phone 269-330-0346, for the sale of timber described below.

Direction: US-31 to Sherman Blvd. Then East approximately $\frac{3}{4}$ mile to Black Creek Drive. Then north $\frac{1}{4}$ mile to Olthoff Drive. Then east to dead end at gate. Call me when you are going to view timber and I can have gate opened.

Location: Mapped portion of Section 35, Muskegon Twp., Muskegon County, MI (See photo)

The successful bidder will be determined by the owners who reserve the right to reject any and all bids.

No Oak wilt restrictions

Dry site with excellent access and landings in open land where correctional facility used to be located.

Trees to sell are marked with orange paint at dbh and will be sold on a lump sum basis.

The successful bidder will need to coordinate the sale with Habitat Management of Michigan who will harvest firewood and hardwood scrag prior to the sawlog harvest to facilitate the clean-up of the site.

The optimum harvest completion date will be October 2021.

Description of Timber

<u>Species</u>	<u># of Trees</u>	<u>Net Volume Doyle Scale</u>
Black Oak	532	91,500
White Oak	26	3,200
Total	538	94,700

614 ft elevation
MARATHON
PETROLEUM
CO LP

40°

MUSKEGON
CORRECTIONAL
FACILITY

de-Baker St

GATE/ACCESS

Fence

This is
now
open
LAND

MUSKEGON
CORRECTIONAL
FACILITY

RIBBON

--- Access
▣ Timber

Griffin St

STATE OF MICHIGAN

RIBBON

Sat

3D

Leo Evans

From: Randy Kuipers <rkforester499@gmail.com>
Sent: Monday, May 3, 2021 10:12 AM
To: Leo Evans
Subject: Bid results

Habitat management of Michigan was the high bid on the log sale. Their bid was \$22,750. There will be additional revenue when they produce the Firewood , Hardwood scrag and small sawlogs. I would estimate additional revenue of five to \$8000.

My commission of 14% would be deducted from the total sale proceeds.

This bid is contingent upon the fact that he does the land clearing which I think will make a lot of sense and save the city of Muskegon a lot of money.

I sent bids to at least five other sawmills and did not get any other response because of the short harvest window.

In my opinion you got a very good price on the timber and it makes a lot of sense to move forward with the proposal.

all I will need from you is the name that you want on the contract Thanks Randy

Sent from my iPhone

WARNING: This email originated outside of the City of Muskegon email system!

DO NOT CLICK links if the sender is unknown.

NEVER provide your User ID or Password.



Habitat Management of Michigan

680 S. Maple Island Rd, Muskegon, MI 49442 231 670-3004

April 26, 2021

City of Muskegon
Industrial Park Land Clear
Leo Evans
231-750-6369
Leo.evans@shorelinecity.com

Habitat Management of Michigan will cut and chip the designated trees within the clearing limits.
Property lines and clearing limits are the responsibility of the property developer.

Habitat Management of Michigan will also dig and grind the stumps within the clearing limits.

Habitat Management of Michigan will also remove all chips and grindings from the site.

Cost is \$4,500.00/ per acre

Habitat Management of Michigan will purchase all of the small logs and firewood from the cleared site.

Habitat Management of Michigan will pay:

Small logs \$25.00 per cord

Firewood \$7.00 per cord

Agreed to by Property Developer:

Leo Evans- City of Muskegon Representative

Date:_____

Agreed to by Habitat Management of Michigan:

_____ Date:_____

Eric Pratt
Habitat Management of Michigan
680 S. Maple Island Rd
Muskegon, MI 49442
231 670-3004

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11 th , 2021	Title: Spring Street – Change Order #003
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking approval of Change Order #003 to the Spring Street Construction Project (590/591-91851) with Jackson-Merkey Contractors and also for approval of Amendment #003 to the associated Engineering Services Agreement with ENG, Inc.

Detailed Summary:

Staff worked with ENG, Inc. and Jackson-Merkey Contractors to identify a potential extension of the project limits on Yuba Street from Eastern Avenue towards Giddings Avenue that would address a particularly poor section of pavement in Yuba Street. Work on the adjacent section of Yuba Street was completed last fall as a part of the larger Spring Street sewer upgrades though the worst section of Yuba Street was not done at that time since it was not required of the sewer project.

Several other small projects have fallen off from the Local Streets budget combined with reduction in expenses for maintenance on the local system as a results of COVID furloughs and a relatively light winter. Additionally staff has been able to direct revenue from the sale of salvaged aggregates at the former MDOC prison site into the local street fund creating additional revenue. These factors have all combined to allow us enough flexibility within the local streets budget to recommend adding this additional work on Yuba Street be incorporated into the current contract.

Work will include removal of the pavement for an additional ~700 FT of the worst section of Yuba Street, repair of the existing curb and gutter, and placement of new asphalt. The total cost of this change order is estimated at \$148,609.25 which will push the project above the staff approval thresholds for Change Orders outlined in the purchasing policy.

In addition to the change order with Jackson-Merkey staff is also requesting approval of an amendment to the Engineering Services Agreement with ENG, Inc. in the amount of \$60,180.00. This is partially due to the additional work on Yuba Street and partially due to scope creep from the original ESA that was established in 2018. The circumstances are very similar to the ESA Amendment we approved with Prein & Newhof at the April 13th, 2021 meeting. The total engineering contract value pending approval of this amendment is \$300,405 which represents a total of 9% of the Construction contract value which is a very good rate. The average engineering cost is typically 12%+.

The Change Order and \$12,000 of the ESA Amendment are not eligible for inclusion with the SRF/DWRF Bonding Programs and will be budgeted in the local street fund (203). The remaining \$48,180.00 of the ESA Amendment would likely be eligible for inclusion with the SRF/DWRF Bonding Program and would fall within the already budgeted 6% Contingency on the \$3M project.

Staff is recommending approval of both the change order with JMC and the Engineering Services Agreement Amendment with ENG, Inc..

Amount Requested:

\$160,609.25 (203-91851)

\$48,180.00 (590/591-91851)

Amount Budgeted:

\$160,000.00 (203-91851) – 3rd Quarter RF

\$191,224.99 (590/591-91851) - Contingency

Fund(s) or Account(s): 203/590/591-91851

Fund(s) or Account(s): 203/590/591-91851

Recommended Motion:

Authorize staff to approve Change Order #003 to Project 91851 in the amount of \$148,609.25 for the extension of paving on Yuba Street and authorize staff to approve Amendment #003 in the amount of \$60,180.00 to the Engineering Services Agreement with ENG, Inc.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

SECTION 00900.3

CHANGE ORDER

No. 3

DATE OF ISSUANCE April 30, 2021 EFFECTIVE DATE 30-Apr-21

OWNER City of Muskegon
CONTRACTOR Jackson-Merkey Contractors, Inc.
Contract: 18051.00, Muskegon - SRF Project 4 & 10 Implementation
Project: _____
OWNER's Contract No. _____ ENGINEER's Contract No. 18051
ENGINEER Eng., Inc.

You are directed to make the following changes in the Contract Documents:

Description:

Increase existing contract quantities and add additional items and quantities per the attached Yuba Street Extension - Quantity Spreadsheet

Reason for Change Order:

Work extended to include portion of Yuba Street north of existing project limits.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$3,075,529.30
Net Increase (Decrease) from previous Change Orders No. <u>1</u> To: <u>2</u> \$ (5,350.44)
Contract Price prior to this Change Order: \$3,070,178.86
Net increase (decrease) of this Change Order: \$ 148,609.25
Contract Price with all approved Change Orders: \$ 3,218,788.11

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: Ready for final payment (days or dates)
Net change from previous Change Orders No. _____ To No: _____ Substantial Completion: Ready for final payment: (days)
Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: Ready for final payment: (days)
Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: (days or dates)

RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

END OF SECTION

MUSKEGON - SRF PROJECT 4 & 10 IMPLEMENTATION: CHANGE ORDER #3
YUBA STREET EXTENSION - QUANTITY SPREADSHEET

ITEM DESCRIPTION	UNIT	EST QUANT	UNIT PRICE	AMOUNT
Mobilization, Yuba	LS	1	\$3,200.00	\$3,200.00
Dr Structure, Rem	Ea	2	\$785.00	\$1,570.00
Sewer, Rem, Less than 24 inch	Ft	30	\$23.00	\$690.00
Curb and Gutter, Rem	Ft	600	\$4.75	\$2,850.00
Pavt, Rem, Modified	Syd	2700	\$3.00	\$8,100.00
Machine Grading, Yuba	Sta	8	\$1,275.00	\$10,200.00
Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$130.00	\$520.00
Erosion Control, Silt Fence	Ft	200	\$3.00	\$600.00
Subbase, CIP, Yuba	Cyd	865	\$12.00	\$10,380.00
Aggregate Base, 5 inch	Syd	280	\$6.50	\$1,820.00
Aggregate Base, 10 inch	Syd	900	\$10.75	\$9,675.00
Sewer, Cl A, 12 inch, Tr Det B	Ft	65	\$50.00	\$3,250.00
Dr Structure Cover, Adj, Case 1	Ea	5	\$620.00	\$3,100.00
Dr Structure, 48 inch dia	Ea	2	\$2,255.00	\$4,510.00
Dr Structure, Temp Lowering	Ea	5	\$425.00	\$2,125.00
Dr Structure Cover, Modified, Yuba	Ea	2	\$526.00	\$1,052.00
HMA Approach	Ton	60	\$130.00	\$7,800.00
HMA, 13A	Ton	565	\$99.60	\$56,274.00
Curb and Gutter, Conc, Det F4, Yuba	Ft	835	\$19.95	\$16,658.25
Sign, Type III, Erect, Salv	Ea	1	\$150.00	\$150.00
Sign, Type III, Rem	Ea	1	\$150.00	\$150.00
Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	160	\$0.50	\$80.00
Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow	Ft	160	\$0.50	\$80.00
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6	\$120.00	\$720.00
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	6	\$5.00	\$30.00
Plastic Drum, High Intensity, Furn	Ea	20	\$29.00	\$580.00
Plastic Drum, High Intensity, Oper	Ea	20	\$1.00	\$20.00
Sign, Type B, Temp, Prismatic, Furn	Sft	125	\$4.00	\$500.00
Sign, Type B, Temp, Prismatic, Oper	Sft	125	\$1.00	\$125.00
Turf Establishment, Performance	Syd	450	\$4.00	\$1,800.00
TOTAL			\$148,609.25	

Denotes modified unit price

PROPOSED EXTENSION

CURRENT PROJECT
LIMITS





With offices in Lansing
and Grand Haven
engdot.com

4063 Grand Oak Drive
Suite A109
Lansing, MI 48911
517.887.1100

16930 Robbins Road
Suite 105
Grand Haven, MI 49417
616.743.7070

May 4, 2021

Mr. Leo Evans, PE, Director
Department of Public Works
City of Muskegon
1350 Keating Ave.
Muskegon, MI 49442

RE: Contract Amendment No. 3, FY 2019
SRF/DWRF Project Implementation
Spring Street Sewer Re-Route

Dear Mr. Evans:

As we discussed, this letter is a request for a contract amendment to include additional design and construction engineering services for the referenced project. The additional scope of work includes design and construction engineering to extend the roadway improvements on Yuba Street approximately 750 feet further north of our current project limit near Eastern Avenue. The amendment also includes additional construction engineering for the increased timeframe to complete the original work on the Spring Street and the Bourdon alley sewer projects which are still on-going.

Yuba Street Improvements Extension:

The Yuba Street improvements would consist of removing the existing pavement, spot curb and gutter repairs, machine grading to repair the vertical profile deficiencies, drainage improvements, and HMA paving. We anticipate this work will be done concurrently or immediately following the work on Spring Street and we anticipate a 4-week construction duration.

Based on this understanding of the additional scope of services we anticipate the following costs:

Design Phase:	\$4,500
Construction Phase:	\$7,500

Spring Street Construction Phase:

Our original proposal for the Spring Street and Bourdon alley sewer was prepared in October 2018 prior to any design work being completed and based upon an assumed 22-week construction duration. The construction inspection, administration, and engineering supervision hours were based upon the 22-week timeframe. The additional construction duration has occurred primarily due to the reasons listed below:

- Additional water main (utilizing DWRF funds) and sidewalk work on Spring Street being added to the construction contract.
- Difficulty of construction in Spring Street between Clay and Webster due to existing utilities, poor soils, and soil and groundwater contamination that must be adequately treated.
- Modification of sanitary sewer crossing across Shoreline Drive from bore and jack to open cut construction (which saved significant costs on the construction end)
- The work has spanned across two construction seasons.

It's who we are and what we do.

The construction contractor, Jackson-Merkey (JMC), also had multiple crews working during the September to October 2020 portion of the project and at multiple sites which required more than one construction observer to be on-site to cover all the critical work being completed.

Construction of the original project resumed on March 23 with approximately \$1.3 million dollars of the JMC construction contract remaining. We anticipate 8 additional weeks of construction timeframe from our original proposal with the following breakdown of additional fees:

Construction Inspection (55 hrs/wk):	\$35,200
Construction Staking:	\$ 1,940
Construction Administration (8 hrs/wk):	\$ 6,080
Engineering Supervision (4 hrs/wk):	\$ 4,960

Summary:

The following summarizes the additional fees requested:

Yuba Street Improvements Extension:	\$12,000
Spring Street Construction Phase:	<u>\$48,180</u>
Total Additional:	\$60,180

The contract amendment, if approved, would adjust our contract amount from \$240,225 to \$300,405. This is approximately 9% of the construction cost.

Thank you for your consideration of this request. If this request meets with your approval, please sign and date it where indicated below to authorize the contract amendment, and return it to our office.

Sincerely,

Eng., Inc.



Ryan C. McEnhill, PE
President

Proposed Contract Amendment accepted by the City of Muskegon:

Authorized Signature

Date

Printed Name

Title

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 5/11/2021	Title: 425 Agreement Business Park North Removal
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The department has gotten signatures on the purchase agreement for 902 Pine in exchange for disposition of the 425 Agreement at Business Park North. The attached resolution is to that end, per Commission instruction by motion.	
Detailed Summary: The attached resolution removes the City of Muskegon from the 425 Shared Jurisdiction Agreement between Muskegon County, Dalton Township, and ourselves. The resolution is contingent on the approval of similar documents from both other parties.	
Amount Requested: 0	Amount Budgeted:
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: A motion to approve the resolution as presented.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
COUNTY OF MUSKEGON, MICHIGAN

At a regular meeting of the City of Muskegon City Commission, held on the ____ day of May, 2021, at 5:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution was offered by _____ and supported by _____.

RESOLUTION NO.

**RESOLUTION TO TERMINATE THE CONTRACT FOR CONDITIONAL
TRANSFER OF JURISDICTION BETWEEN DALTON TOWNSHIP AND THE
CITY OF MUSKEGON AND DEVELOPMENT AGREEMENT BETWEEN THE
COUNTY OF MUSKEGON AND THE CITY OF MUSKEGON**

WHEREAS, Dalton Township and the City of Muskegon entered into a Contract for Conditional Transfer of Jurisdiction (“Contract”) pursuant to Public Act 425 of 1985 on September 24, 2002;

WHEREAS, the County of Muskegon and the City of Muskegon entered into a Development Agreement City of Muskegon Renaissance Zone (“Development Agreement”) as part of the Conditional Transfer of Jurisdiction referenced above in October of 2002; and

WHEREAS, the City of Muskegon hereby determines that the purpose of the Economic Development Project upon which that Contract and Development Agreement were based was not achieved, and will not in the future be achieved, by the Contract and Development Agreement as a result of the expiration of the Renaissance Zone tax credit,

and that the Development Agreement and Contract have become an obstacle to development of the transferred area; and

WHEREAS, Dalton Township, the County of Muskegon and the City of Muskegon desire the termination of said Contract and the Development Agreement and the City of Muskegon approves of the termination of the Contract and Development Agreement; and

WHEREAS, Dalton Township, the County of Muskegon and the City of Muskegon desire the termination to take effect immediately upon the approval of all three parties; and

WHEREAS, Dalton Township and the City of Muskegon both desire the transferred area to return to Dalton and its jurisdiction with no cost of infrastructure installed or financed, and no liability for debt service or indebtedness being owed by Dalton;

NOW, THEREFORE, BE IT RESOLVED, that the City of Muskegon City Commission approves the termination of the Contract for Conditional Transfer of Jurisdiction between Dalton Township and the City of Muskegon dated September 24, 2002 and the Development Agreement City of Muskegon Renaissance Zone between the County of Muskegon and City of Muskegon executed in October of 2002; and

BE IT FURTHER RESOLVED that the City of Muskegon City Commission approves the termination of the Contract and Development Agreement immediately upon approval of all three parties with the transferred area returning to Dalton, with no cost of infrastructure installed or financed, and no liability for debt service or indebtedness being owed by the City of Muskegon; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized and directed to sign an appropriate agreement with Dalton Township and the County of Muskegon terminating the Contract and the Development Agreement on the terms expressed in this Resolution.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch
City of Muskegon City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

I, the undersigned, the duly qualified Clerk of the City of Muskegon, Muskegon County, Michigan (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township at a regular meeting held on May ____, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day of May 2021.

Ann Marie Meisch, Clerk
City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Finance Director Appointment
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is recommending the appointment of Ken Grant to the position of Finance Director, effective May 31, 2021.	
Detailed Summary: Current Finance Director Beth Lewis announced her retirement effective May 31, 2021. The Finance Director position was advertised in an open and competitive manner. All applicants that met the minimum standards were invited to participate in the oral examinations. The exam was administered by the County Human Resources Department in the same manner as all other oral examinations at the City of Muskegon. A three-person panel consisting of Beth Lewis, Dwana Thompson, and Frank Peterson scored the applicants. Ken Grant was identified as the top candidate and was provided a conditional offer of employment pending City Commission approval.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Appoint Ken Grant as Finance Director effective May 31, 2021.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Sale – 246 Monroe Ave
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to sell the city-owned home at 246 Monroe to Andrea Riegler.	
Detailed Summary: The city constructed this townhouse as part of the phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$174,900, and the incurred sales commissions are \$12,775. After receipt of the initial purchase agreement, an addendum was provided to increase the sales price by \$29,879 and obligate the builder to finish the living space in the basement level. Staff is recommending that the purchase agreement and addendum be approved, and 246 Monroe be sold to Andrea Riegler at a cost of \$204,779.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to complete the sale of 246 Monroe Ave, as described in the attached purchase agreement and addendum.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 04/24/2021 (time) _____ MLS # 21007237 #

SELLING OFFICE: West Urban Realty BROKER LIC.#: _____ REALTOR® PHONE: 616 874 7085

LISTING OFFICE: RE/MAX West REALTOR® PHONE: 231 733-1236

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Reggie Balcom Email: remaxreggie@gmail.com Lic.#: _____

Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

☐ Buyer has received the Seller's Disclosure Statement, dated _____ Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.

☒ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: New Construction

☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)

246 Monroe Avenue, 3, Muskegon, MI 49440

with the following legal description and tax parcel ID numbers:

Legal: Unit 246, Midtown Condominium, a Condominium according to the Master Deed recorded in Liber 4242, Page 355, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 214, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amended

PP# 24-205-367-0009-20

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) N/A division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 174900.00
one hundred seventy-four thousand nine hundred U.S. Dollars

7. **Seller Concessions**, if any: NONE

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☐ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a conventional type 30 (year) mortgage in the amount of 95% of the Purchase Price bearing interest at a rate not to exceed TBD% per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ N/A representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
 Exceptions:

☐ SELLER FINANCING (check one of the following):
 ☐ CONTRACT
 or
 ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following):
 ☐ Formal Assumption
 or
 ☐ Informal Assumption

Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER: _____

9. **Contingencies:** Buyer's obligation to consummate this transaction (check one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
 ☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at: _____
 A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions: _____

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

refrigerator, stove, microwave and dishwasher

but does not include:

11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. **Assessments (choose one):**

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____(year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____(year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. **Well/Septic:** Within ten (10) days after the Effective Date, Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector. Seller will have tanks pumped, unless a qualified inspector determines, in writing, that pumping is not necessary.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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Subject Property Address/Description

04/24/2021

Date

Time

deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

Buyer side to close at Lakeshore/Transtation Title

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 05/31/2021. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At ☐ a.m. ☐ p.m. on the day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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Date

Time

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 10 a.m. (time) on 04/25/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 1000.00 shall be submitted to Premier Lakeshore Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
26. **Other Provisions:**

Buyer to have 10 days after offer acceptance to review condo bylaws and all pertinent information.

Buyers financing through Huntington Bank, Holly Engel.

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

246 Monroe Avenue, 3, Muskegon, MI 49440

Subject Property Address/Description

04/24/2021

Date

Time

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____

Seller's Initials



WEST MICHIGAN REGIONAL ADDENDUM TO PURCHASE AGREEMENT

MLS # <u>21007237</u>	Date: <u>05/05/2021</u>	(time)
Selling Office <u>Re/Max West</u>	REALTOR® Phone <u>231-730-5225</u>	ax _____
Listing Office <u>West Urban Realty</u>	REALTOR® Phone _____	Fax _____

1. Addendum # One to Purchase Agreement dated 05/24/2021 covering property at
246 Monroe Avenue

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Sale Price to be increased \$29,879 to a final amount of \$204,779. This new price will include a finished lower level, bedroom, living area and full bathroom, finishes will be the same or similar to what is currently completed.
The amount of \$29,879 will be held in escrow at closing and to be released to Dusendang Homes upon construction completion. Commission to agents will paid only on initial listing saleprice not on upgrades.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 1 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Date _____

X Andrea Riegler dotloop verified
05/05/21 2:45 PM EDT
PSSV-C8E2-M4U4-WMYU Buyer
(Note: Please sign as you wish your name to appear on documents.)

Witness

X _____ Buyer
(Note: Please sign as you wish your name to appear on documents.)

5. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Date _____

X Frank Peterson dotloop verified
05/06/21 9:27 AM EDT
R3UZ-PIFT-9BPY-STQK Seller
(Note: Please sign as you wish your name to appear on documents.)

Witness

X _____ Seller
(Note: Please sign as you wish your name to appear on documents.)



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Purchase of a Truck for Elections
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: DPW has located a 2011 GMC Sierra for a total of \$19,500 for the City Clerk's Office.	
Detailed Summary: The City Clerk's Office has grant monies left to purchase a vehicle to pull the Muskegon Votes trailer. My Auto Imports has a 2011 GMC Sierra 1500 SLE with 50,000 miles on it for \$19,500 out the door.	
Amount Requested: \$19,500	Amount Budgeted: Election Grant Funds
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize staff to purchase the vehicle in the amount of \$19,500.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Sale – 235 Monroe Ave
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to sell the city-owned home at 235 Monroe to Tammy and Dave Whynot.	
Detailed Summary: The city constructed this townhouse as part of the phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$182,900, and the incurred sales commissions are \$12,803. Staff is recommending that the purchase agreement be approved, and 235 Monroe be sold at a cost of \$182,900 to Tammy and Dave Whynot.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to complete the sale of 235 Monroe Ave, as described in the attached purchase agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#. 1

DATE: 05/09/2021 (time) MLS #

SELLING OFFICE: West Urban Realty LLC BROKER LIC.#: 6506015435 REALTOR® PHONE: 616-366-2459

LISTING OFFICE: West Urban Realty LLC REALTOR® PHONE:

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

☐ Agent/Subagent of Seller ☐ Buyer's Agent ☒ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Mariana Murillo VanDam Email: mariana@westurbanrealtymi.c Lic.#: 6506015435

Alternate Selling Agent Name: Email: Lic.#:

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

☐ Buyer has received the Seller's Disclosure Statement, dated. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.

☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: new construction warranty.

☒ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)

235 Monroe Ave, Muskegon, MI 49441

with the following legal description and tax parcel ID numbers:

Unit 235, Midtown 2 Condominium, a Condominium according to the Master Deed recorded in Liber 4242, Page 355, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon

PP# 24-205-379-0003-10

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) na division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 182,900
one hundred eighty-two thousand nine hundred U.S. Dollars

7. **Seller Concessions**, if any: none

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☒ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☐ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a type (year) mortgage in the amount of % of the Purchase Price bearing interest at a rate not to exceed % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions:
bridge loan

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____
form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____
will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum,
interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance
will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and
paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest
in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above
provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer
agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future
taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten
(10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER: _____

9. **Contingencies:** Buyer's obligation to consummate this transaction (check one):

- ☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale
or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in
writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest
Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing
of a sale or exchange of Buyer's property located at _____
_____ on or before _____. Seller will have the right to continue to
market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy
thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such
price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified
promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All
improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the
following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and
bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage
disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached
shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and
pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on
heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid
heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete
rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball
backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars;
detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door
opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

builder to replace electric range to a gas range. Builder to spray foam in the upper plat area in the basement.

but does not include:

11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____(year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____(year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. Well/Septic: Within ten (10) days after the Effective Date, Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector. Seller will have tanks pumped, unless a qualified inspector determines, in writing, that pumping is not necessary.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

235 Monroe Ave, Muskegon, MI 49441
Subject Property Address/Description

05/09/2021
Date

Time

Buyer's Initials

Seller's Initials
05/10/21
9:04 AM EDT
dotloop verified

deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☒ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

Transnation Title is the title company for buyer and seller.

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 06/11/2021. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At ☐ a.m. ☐ p.m. on the day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

235 Monroe Ave, Muskegon, MI 49441
Subject Property Address/Description

05/09/2021
Date Time

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 5pm (time) on 05/10/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ \$1000 shall be submitted to Transnation Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. **Other Provisions:**
all kitchen appliance to remain, except the exchange out of the electrical range to a gas range.

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

235 Monroe Ave, Muskegon, MI 49441

Subject Property Address/Description

05/09/2021

Date

Time

Buyer's Initials

Seller's Initials
05/10/21
9:04 AM EDT
dotloop verified

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Sale – 244 Monroe Ave
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to sell the city-owned home at 244 Monroe to Michael and Darci Banks.	
Detailed Summary: The city constructed this townhouse as part of the phase two of our infill housing program. Our contract to construct the home was \$164,470. We also anticipated \$11,512 in sales commissions. The accepted purchase price is \$174,900, and the incurred sales commissions are \$12,775. Staff is recommending that the purchase agreement be approved, and 244 Monroe be sold to Michael and Darci Banks at a cost of \$174,900.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Manager to complete the sale of 244 Monroe Ave, as described in the attached purchase agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 4/17/2021 (time) _____ MLS # # 21 21007283
 SELLING OFFICE: Nexes Realty Inc. BROKER LIC.#: 6505286876 REALTOR® PHONE: 231-286-9461
 LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-366-2459

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
☐ Agent/Subagent of the Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator

Primary Selling Agent Name: Scott Bodenberg Email: sbodenberg@nexesrealty.com Lic.#: 6501374644

Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received Seller's Disclosure Statement, dated _____ Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement with respect to the structural/mechanical/appliance systems prior to closing.
☒ Buyer has not received Seller's Disclosure Statement. Buyer's obligations under this Agreement are subject to Buyer's receipt of Seller's Disclosure Statement. Exceptions: _____

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer hereby offers to buy the property located in the Muskegon ☒ City ☐ Village ☐ Township of Muskegon County, Michigan, commonly known as 244 Monroe 4 St./Ave., 49441 Zip Code, with the following legal or tax description:

Unit 244, Midtown 2 Condominium (complete legal is lengthy and in office)

PP# 24-205-367-0009-10

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) N/A division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 174,900.00
One Hundred Seventy-Four Thousand nine-hundred and 0/100 U.S. Dollars

7. **Seller Concessions, if any:** None

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer may within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Good-Faith Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☒ **CASH.** The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☐ **NEW MORTGAGE.** The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____% of the Purchase Price bearing interest at a rate not to exceed _____% per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair the Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

DB
 04/17/21
 3:48 PM EDT
 dotloop verified

MB
 04/17/21
 3:41 PM EDT
 dotloop verified

Buyer's Initials

FP
 04/17/21
 8:49 PM EDT
 dotloop verified

Seller's Initials

Exceptions:
none

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____% per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. Contingencies: The Buyer's obligation to consummate this transaction (check one):

☒ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of a sale or exchange of Buyer's property located at: _____ on or before _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.

☐ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's deposit will be refunded. Exceptions:

10. Fixtures & Improvements: The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, including the following: all buildings; landscaping; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; and also includes:

Everything listed on the MLS

but does not include:

244 Monroe 4

Subject Property Address/Description

4/17/2021

11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, the Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):

If the Property is subject to any assessments

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as the Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance, ☐ arrears. Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions:
none

14. Well/Septic: Within ten (10) days after the Effective Date, the Seller will arrange and pay for an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection shall be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller shall also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller shall arrange and pay for well and septic inspections (as referenced above) by a qualified inspector, and Seller shall have the septic tank(s) pumped at Seller's expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:
none

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; and (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to

244 Monroe 4

Subject Property Address/Description

4/17/2021

DB
04/17/21
3:48 PM EDT
dotloop verified

MB
04/17/21
3:41 PM EDT
dotloop verified

Buyer's Initials

Date
FP
04/17/21
8:49 PM EDT
dotloop verified

Time

Seller's Initials

correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer ☐ Seller (check one) shall obtain and pay for:

☐ A boundary survey certified to Buyer with iron corner stakes and with improvements and easements located on a map of survey.

☐ A surveyor's report or sketch (not a boundary survey) re-certified to Buyer showing the approximate location of improvements.

☒ No survey.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions:

none

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than 5/7/2021. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

none

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At _____ ☐ a.m. ☐ p.m. on the _____ day after completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay the Buyer \$ _____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

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Subject Property Address/Description

4/17/2021

Time

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ 150.00 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:
none

23. **Good-Faith Deposit:** For valuable consideration, Buyer gives REALTOR® above named until 5:00pm (time) on 4/19/2021, to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 2000.00 evidencing Buyer's good faith, to be held by Nexes Realty Inc. (insert name of broker, title company, other) and to apply against the Purchase Price. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if a party objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by the parties. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted.

24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller.

25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

26. **Other Provisions:**

Buyer's side to close at Transnation/Nexes Title.

27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This Agreement may be amended only in writing signed by the parties and attached to this Agreement.

28. **Fax/Electronic Distribution and Electronic Signatures:** The parties agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures.

29. **Buyer's Acknowledgment:** Buyer hereby acknowledges receipt of a copy of this Agreement.

Buyer 1 Address _____ X

Michael Banks

dotloop verified
04/17/21 3:41 PM EDT
ILCN-YKHK-1FCN-SG80

Buyer 1 Phone: (Res.) _____ (Bus.) _____

Micheal Banks

Buyer 2 Address _____ X

Darci Banks

dotloop verified
04/17/21 3:48 PM EDT
F5WA-TB1X-ISQJ-2V8J

Buyer 2 Phone: (Res.) _____ (Bus.) _____

Darci Banks

Print name as you want it to appear on documents.

244 Monroe 4

Subject Property Address/Description

4/17/2021

Date

Time

DATE: _____ (time)

30. **Seller's Acceptance:** The Above Offer is Hereby Accepted: ☐ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

31. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (check one): ☐ Yes ☐ No. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

32. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. The parties to the transaction are advised that a **Notice to Seller & Buyer of Underlying Mortgage** form is available from the respective agents via the West Michigan REALTOR® Boards.

33. **Listing Office Address:** _____ Listing Broker License # _____
Listing Agent Name: _____ Listing Agent License # _____

34. **Seller's Acknowledgment:** Seller has read this Agreement and acknowledges receipt of a copy.

Frank Peterson

dotloop verified
04/17/21 8:49 PM EDT
B5Z1-XGZC-NSYL-GPRN

Seller's Address _____

Print name as you want it to appear on documents.

X _____ Seller

Seller's Phone: (Res.) _____ (Bus.) _____

Print name as you want it to appear on documents.

DATE: _____ (time)

35. **Buyer's Receipt/Acceptance:** Receipt is hereby acknowledged by Buyer of Seller's acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

X _____ Buyer

X _____ Buyer

DATE: _____ (time)

36. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X _____ Seller

X _____ Seller

244 Monroe 4

Subject Property Address/Description

4/17/2021

Date

Time

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: 5 year Regional Consolidated Plan/Annual Action Plan Hearing
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services
Brief Summary: The cities of Muskegon, Muskegon Heights and Norton Shores are preparing a 5-year Regional Consolidated Plan along with a municipal Annual Action Plan for 2021 . This document will present strategies and prioritization of programs that will assist our community residents through CDBG and HOME HUD allocations.	
Detailed Summary: See attached Regional Consolidated/Annual Action Plans synopsis sheet.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):CDBG - \$974,379.00	Fund(s) or Account(s):HOME - \$336,456.00
Recommended Motion: To allow the public to comment and respond to the proposed 5-year Regional Consolidated Plan and Annual Action Plan 2021.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

5 Year (2021-2025) Regional Consolidated Plan and 2021 Annual Action Plan SYNOPSIS

The city of Muskegon is in partnership with the cities of Muskegon Heights and Norton Shores to submit a Regional Consolidated Plan covering strategies and priorities for each of our distinct communities. As a result of our Needs Assessment, the Consolidated Plan will cover our individual, city Annual Action Plans which are expected to begin July 1, 2021.

Specific goals listed are collective outcome indicators to meet the needs of our citizens;

Rental Rehab

Home Repairs

Senior Assistance

Code Enforcement

Improved Neighborhoods

Homebuyer Assistance/Education

Acquisition Development Resale

Demolition

Fair Housing

Legal Services

Neighborhood Policing/Fire Safety

Public Facilities

Public Services

Youth Opportunities

Streets

Direct Financial Assistance to Homebuyers

Homelessness/Shelter Assistance

Businesses

HIV/AIDS Housing

Jobs Created/Job Training

Mental Health/Health Services

Person with Disabilities/Special Needs

Food Assistance

Please note that *italicized* goals above are new services identified to address some current struggles facing our community converging crises: COVID-19, Economic, Climate Change and Racial Equity. The emphasis is to provide relief to citizens affected and to develop a move toward a complete recovery.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 05/11/2021	Title: Motion to Reconsider Community enCompass Development Agreement Amendment
Submitted By: Commissioner German	Department:
Brief Summary: Commissioner German is requesting possible reconsideration of the request for d the Community enCompass Development Agreement Amendment	
Detailed Summary: At the April 27, 2021 meeting there was a "Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve the amendment to the development agreement as presented. ROLL VOTE: Ayes: Hood, Rinsmea-Sybenga, Emory, Johnson, and Gawron Nays: German *Commissioner Ramsey disclosed a conflict of interest and did not vote on this item. The City Charter requires a unanimous vote of the remaining members to pass a motion where a conflict of interest is noted. MOTION FAILS	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To reconsider the motion to approve the amendment to the development agreement with Community enCompass.	
For City Clerk Use Only: Commission Action:	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 5/11/2021	Title: Community enCompass Development Agreement Amendment
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The lot at 1259 Sanford has been removed from the agreement, and an alternative city owned lot will take its place to be determined by city staff.	
Detailed Summary: The Muskegon County Land Bank elected to not execute the purchase agreement for 1259 Sanford that was previously approved. The prices for materials and the homes keeps increasing on the manufacturer side and we need to execute the development agreement soon, so staff is recommending that the agreement be amended with language to add a third city owned lot that will be determined during project implementation. The city has many lots still available in the McLaughlin neighborhood in proximity to the other two lots that would suit the single family housing design, but we have not cleared title on a specific one to add to this agreement as of yet. Approving the development agreement amendment and giving staff latitude will help ensure that we complete these affordable homes in this building season, deliver the most units possible within the budget, and also keep the project on track financially by allowing us to move forward with the unit purchases before we are exposed to further material price increases.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve the amended development agreement as presented.	
For City Clerk Use Only: Commission Action:	

RESIDENTIAL CONSTRUCTION AGREEMENT

This Agreement is effective on _____, 2020 ("Effective Date") between Community encompass, of 19 Hartford Ave, Muskegon, MI 49442_ ("Builder") and THE CITY OF MUSKEGON of 933 Terrace Street, Muskegon, MI 49440 ("Owner") with reference to the following facts:

Background

Builder and Owner (individually, a "Party" or collectively, "Parties") agree that Builder shall construct three (3) single family residences (the "Residences") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as **Exhibit A** ("General Conditions").

The parties agree as follows:

1. **Building Site.** Owner owns the building site located on the real estate located at 180 Houston Street, 1141 Jefferson Street, and ~~1259 Sanford Street~~ **a residential lot to be determined by Owner**, and legally described on **Exhibit B** (the "Property"). Owner has agreed to hire Builder to build the Residences on the Property.
2. **The Residences.** Builder shall build the Residence in accordance with the plans and specifications attached as **Exhibit C** (the "Plans").
3. **Price.** The price for constructing the Residences shall be Five Hundred-Seventy Thousand Dollars (\$570,000) ("Price").
4. **Estimated Completion Date.** Builder shall commence construction of the Residence within 30 days from the Effective Date ("Commencement Date"). Builder shall complete the Residence within 20 weeks of the Commencement Date ("Completion Date").
5. **General Conditions.** Owner and Builder agree to all of the General Conditions attached to this Agreement as Exhibit A.

Builder – _____

By: _____
Name: _____
Title: _____
Date: _____

Owner – **THE CITY OF MUSKEGON**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

GENERAL CONDITIONS

1. **Payment of the Price.** The Price shall be paid in accordance with the following schedule (“Payment Schedule”):

- a. Foundation installed..... 20% of the Price
- b. Mechanicals installed..... 40% of the Price
- c. Certificate of Occupancy..... 30% of the Price
- d. Completion of Punch List Items..... 10% of the Price

2. **Costs Included in Price.** Unless excluded by Section 3 or adjusted as set forth in Sections 4 or 5, the Price is fixed and includes all cost of labor and materials purchased, including all sales taxes incurred by Builder, for complete construction of the Residence. Price is not based on allowances or estimates of costs for items to be added to the Residence. The Price includes:

- a. A security system;
- b. A driveway
- c. Curb cut (Builder may use existing curb cut unless damaged);
- d. Sod/seed over the entire front, back and side yards;
- e. A street tree;
- f. A small landscape package along each side of the Residence with street frontage;
- g. Edging and mulch;

3. **Costs Excluded From Price.** Owner shall be responsible for each of the following items and the cost of each item shall be excluded from the Price and the sole responsibility of Owner:

- a. Lot Lines. Prior to the Commencement Date Owner shall own the Property with new lot lines established as depicted on the Site Plan.
- b. Site Preparation. Prior to the Commencement Date, Owner will prepare the Property for construction of the Residence, including the removal of the following:
 - i. existing fences;
 - ii. community garden;
 - iii. existing sidewalks; and,
 - iv. debris.
- c. Water and Sewer Leads. Owner will provide water and sewer leads to the Residence.
- d. Permit and Connection Fees. Owner shall be responsible for any municipal permits, connection fees, tap fees or assessments, including sewer and water connection fees.
- e. Site Variance. Any abnormal site conditions discovered during excavation will be communicated to Owner along with an estimated cost to proceed with construction. Examples include such items as buried debris, bad soils, or rear yard drainage constraints. Any additional site work required will be corrected by Owner unless Owner authorizes Builder to correct any site variance issues in writing and the appropriate Change Order is fully executed.

f. Damaged Curb Cuts. Any damaged curb cuts will either be approved for use or removed by Owner.

g. Irrigation. Irrigation can be added for \$3,000, provided the appropriate Change Order is fully executed.

h. Future Security System Service Fees. Ongoing monitoring service fees will be the responsibility of Owner or subsequent owner.

4. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras"), the cost of which exceed \$200, shall be binding upon either party, unless the Modifications or Extras are set forth on a written Change Order that is signed by Builder and Owner in substantially the form as attached Exhibit E ("Change Order"). The Change Order must provide a detailed description of the Modifications or Extras and the cost or credit to be charged. In those instances where a Change Order increases or decreases the Price by more than \$200 ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

5. **Minor Modifications.** Builder and Owner may from time to time agree on minor modifications, the cost for which is less than \$200 ("Minor Modifications"). Minor Modifications may only be made by agreement between Builder and Owner, provided such agreement need not be in writing. The cost or credit for Minor Modifications shall be added to or credited against the Price and paid according to the remaining portion of the Payment Schedule.

6. **Payments, Sworn Statement and Lien Waivers.** Payments required by the Payment Schedule shall be made within 10 days of Builder's invoice by Owner to Transnation Title Insurance Company of 570 Seminole, Muskegon, Michigan 49441 (the "Title Company"). Builder will deliver to the Title Company a sworn statement showing all amounts due for labor and materials furnished in connection with construction of the Residence or other improvements to the Property through the date of Builder's invoice together with waivers of lien showing all amounts from any previous draw have been paid in full. The Title Company shall pay Builder per the Payment Schedule within 2 business days of approval by the Title Company of the last sworn statement provided proper partial unconditional waivers of lien from Builder and for each supplier and sub-contractor to whom payment has been made are received and approved by the Title Company.

7. **Possession.** Owner shall be entitled to possession of the Residence upon payment of the Price in full.

8. **Extension of Dates.** Any date may be extended by agreement of the Builder and Owner and the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Builder, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Owner's requests for Change Orders, fire, injury or disability to Builder, or weather.

9. **Builder's Warranties.** Builder shall complete the Residence and all improvements on the Property timely and in a first class manner. All building materials used in the construction of the Residence shall be new. Builder guarantees its workmanship for a period of 12 months from the date of sale or lease of the Residence to a party other than Owner or 24 months from the date of the Certificate of Occupancy, whichever first occurs ("Warranty Period"). This warranty is fully transferable by Owner and may be assigned to a 3rd party. Within the Warranty Period, Builder may replace, at its option, any materials incorporated into the Residence which are defective. To make a claim under this warranty, Owner or its successor must give Builder written notice of any such defect

in the workmanship and/or materials promptly upon discovery and not later than expiration of the Warranty Period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear, natural settling or mold. Builder shall turn over and transfer to Owner all manufacturers' warranties that are delivered directly to Builder by the manufacturer at the time of final payment by Owner. In addition to this warranty between Builder and Owner and successors of Owner, Builder shall also provide to Owner and successors of Owner at no cost to Owner the Ten Year Warranty for New Homes provided by Residential Warranty Company, LLC attached as Exhibit F ("Long Term Warranty"). Nothing in the Long Term Warranty shall limit the scope of the warranties provided by Builder to Owner or its successors.

10. Owner's Warranties. Owner covenants and warrants that Owner owns the Property in fee simple, free and clear of all liens, except for those encumbrances specifically set forth on Exhibit G. Owner shall provide evidence satisfactory to Builder, such as a commitment for title insurance issued by the Title Company, which indicates such ownership. Owner shall locate the exact location of the Residence on the Property. All corners of the Property and the Residence shall be clearly marked with surveyor stakes. Owner covenants and agrees that such location is in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, building restrictions, set-back requirements and zoning ordinances.

11. License. Builder is a residential builder and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. Builder is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Builder's License number is **2101131848** respectively.

12. Laws, Ordinances and Regulations. In connection with the construction of the Residence, Builder shall meet and comply with all applicable laws, ordinances, and regulations.

13. Notice of Commencement. Owner shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of the Effective Date.

14. Risk of Loss. Until a Certificate of Occupancy is issued for the Residence the risk of loss for the Residence lies solely with Builder. Provided, Owner shall be solely responsible for building materials on Property and Owner shall reimburse Builder for the cost of building materials vandalized or stolen from the Property.

15. Insurance. Builder shall procure and maintain an "all risk" insurance policy and shall name Owner as an additional named insured. Builder shall maintain a policy of builder's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Owner may also maintain a policy of insurance on their interest in the Residence. Builder shall also carry public liability insurance with coverage limits not less than \$1,000,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Owner as an additional named insured. Builder shall provide Owner with evidence of such insurance upon request. Owner and Builder waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

16. Diligent Pursuit. Builder shall diligently pursue its obligations under this Agreement.

17. **Default.** If either Party believes that the other Party has failed to comply with this Agreement (“Default”), the non-defaulting Party shall provide the Defaulting Party not less than 10 days written notice of such non-compliance, a list of the non-defaulting Party’s specific complaints, and a reasonable time within which the defaulting Party shall cure the Default (“Default Notice”). If the defaulting Party fails to cure the Default within the period of time specified in the Default Notice, the non-defaulting Party may pursue any and all remedies available, including specific performance in that there may not be an adequate remedy at law. In addition, Owner may replace Builder with another party to complete construction and may deduct from the Price any amount paid by Owner to such third party to complete construction in accordance with the Plans. In the event either Party takes any action to enforce this Agreement, the prevailing Party shall reimburse the other Party for all expenses incurred by the prevailing Party, including attorney fees.

18. **Cross Default.** Contemporaneously with the execution of this Agreement, Owner and Builder are entering into ____ similar agreements for the construction of homes similar to the Residence on each of the ____ lots depicted on the Site Plan (“Other Agreements”). Owner and Builder agree that a default of this Agreement or any of the Other Agreements shall constitute a default of all Other Agreements and this Agreement.

19. **Dispute Resolution.** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty or negligence and that exceeds \$5,500 in value shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, and arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Arbitration Act, MCL 600.5001 et seq. The cost of such arbitration shall be divided equally between both parties. Neither Party shall be required to submit to arbitration any claim or demand of a value less than \$5,500.

20. **Miscellaneous.**

a. Authority to Bind Owner. No approval, agreement or consent and no document signed in connection with this Agreement shall be binding on Owner unless made, given or signed by Frank Peterson or Jake Eckholm.

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

c. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

d. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, assigns, officers, directors, employees, agents, heirs, executors, and administrators.

e. 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.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.

h. 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 shall not in any way be impaired or affected.

i. No Discrimination. Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

j. Assignment or Delegation. Neither Builder nor Owner may assign all or any part of this Agreement. Provided, that Builder may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Builder, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of Builder unless otherwise provided.

k. Notices. Any notices required or permitted to be given under this Agreement must be in writing and sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid, a recognized courier service (Federal Express, UPS, or DHL), or by email with confirmation of delivery received. The notice will be effective upon receipt.

To Builder:

19 Hartford Ave,
Muskegon, MI 49442
Attn: Kimi George
Phone: 231-728-3117
E-mail: Kimi@communityencompass.org

To Owner:

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: Jake Eckholm
Phone: 231-724-6780
Fax: 231-722-1214
E-mail: jake.eckholm@shorelinecity.com

With a contemporaneous copy to:

Parmenter O'Toole
601 Terrace Street
P.O. Box 786
Muskegon, Michigan 49443-0786
Attn: John Schrier
Phone: 231-722-5401
Fax: 231-722-5501
Email: john@parmenterlaw.com

l. Time is of the Essence. Builder and Owner acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement.

m. Pronouns. For convenience, Owner has been referred to this Agreement sometimes in the singular and at other times in the plural.

n. Notice of Sale or Lease. Upon the sale or lease of the Residence by Owner to a third party, Owner shall provide notice to Builder of such sale or lease and provide builder with all contact information for the buyer/tenant, including a phone number and an email address.

EXHIBIT B

LEGAL DESCRIPTION

PIN: 61-24-205-352-0008-00

Address: 180 HOUSTON AVE
MUSKEGON, MI 49440

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 352

PIN: 61-24-205-364-0008-10

Address: 1141 JEFFERSON ST
MUSKEGON, MI 49440

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

PIN: ~~61-24-205-384-0007-20~~

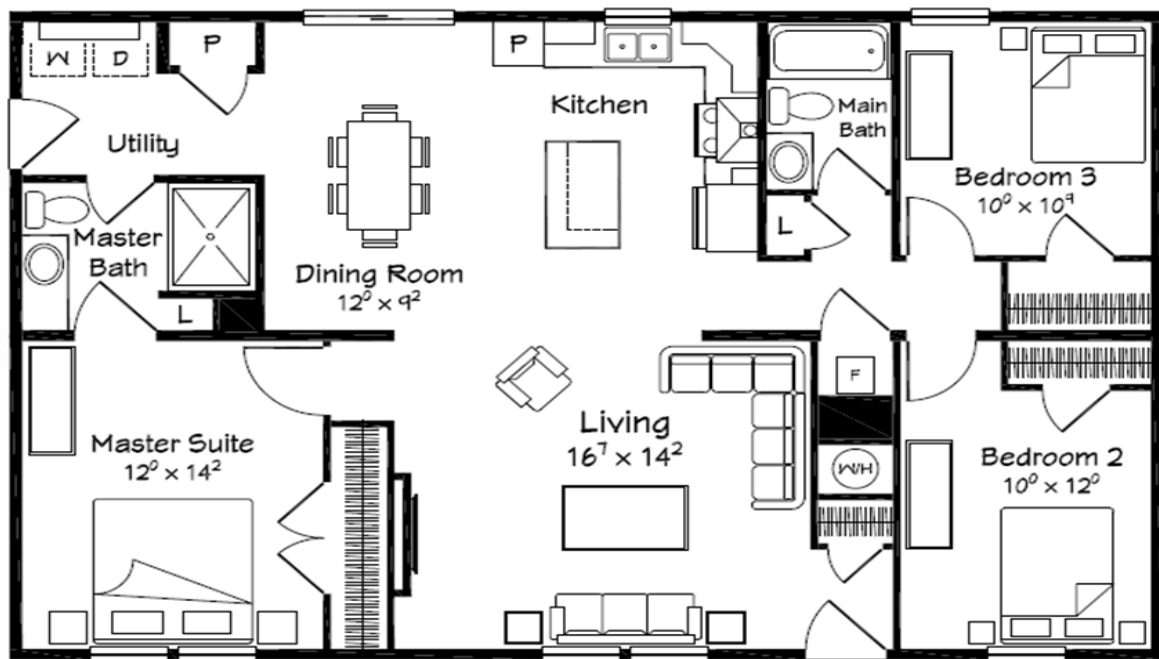
Address: ~~1259 SANFORD ST~~
~~MUSKEGON, MI 49441~~

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

EXHIBIT C

PLANS AND SPECIFICATIONS

FORMAL SITE PLANS SUBMITTED TO PLANNING DEPARTMENT



Baldwin MasterCraft
1376 Sq. Ft.

EXHIBIT D

SITE PLAN

FORMAL SITE PLAN SUBMITTED TO PLANNING DEPARTMENT

EXHIBIT E

CHANGE ORDERS

Owner has requested, and Builder agrees to the following Modifications to the Plans with the cost/credit set forth below:

MODIFICATION	COST	CREDIT	ADJUSTED PRICE

Builder -

By: _____

Name: _____

Title: _____

Date: _____

Owner – THE CITYOF MUSKEGON

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

LONG TERM WARRANTY

EXHIBIT G

PERMITTED ENCUMBRANCES

RESIDENTIAL CONSTRUCTION AGREEMENT

OWNER

THE CITY OF MUSKEGON

BUILDER

COMMUNITY ENCOMPASS

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

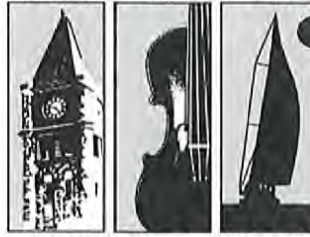
SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

May 4, 2021

Honorable Mayor Stephen J. Gawron
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to disclose a conflict of interest with regard to projects and partnerships between the City of Muskegon and Community EnCompass. As an employee of Community EnCompass, I benefit from funds that are made available by the city to CenC and its programs.

The city benefits from its partnership with CenC by gaining residents who pay property and income taxes and purchase city utilities. CenC's work to improve affordable housing options also benefits the city by activating neighborhoods and attracting residents who spend money in the city's commercial districts.

Sincerely,

Michael Ramsey
Muskegon City Commissioner, Ward 3

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 5/11/2021	Title: Farmers Market – Waiver of Fees for Muskegon Lakeshore Chamber of Commerce
Submitted By: Ann Meisch, City Clerk	Department: City Clerk
Brief Summary: The Muskegon Lakeshore Chamber is hosting their Interns on Deck Event on Thursday, June 3, 2021 and is requesting use of the Farmers Market building for attendee check-in and for a brief presentation.	
Detailed Summary: The Muskegon Lakeshore Chamber expects 30-40 people to attend the Interns on Deck event and are requesting use of the Farmers Market as a place for the attendees to check in and to give a brief presentation. They will then do a bus tour and use the Farmers Market as an ending location to pass out goody bags. The fee for rental is \$250 for 4 hours.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To waive fees and allow the Muskegon Lakeshore Chamber to use the Farmers Market on Thursday, June 3, 2021 for their Interns on Deck event.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: May 11, 2021	Title: Resolution to Place Charter Amendment on the November 2, 2021 ballot
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: A resolution is being proposed to amend the City Charter by changing all gender specific terminology to gender neutral terms and to correct a cite to the 1908 Michigan Constitution. The resolution is to place the following language upon the November 2, 2021 ballot. PROPOSED AMENDMENTS TO MUSKEGON CITY CHARTER The City of Muskegon Charter would be amended to make it clear that the Charter applies equally to all persons, regardless of gender, and make the Charter gender neutral. Shall the City of Muskegon be amended to make it gender neutral?	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution to place a question on the November 2, 2021 ballot to amend the City of Muskegon City Charter by changing all gender specific terminology to gender neutral terms and to correct a cite to the 1908 Michigan Constitution.	
For City Clerk Use Only: Commission Action:	



PARMENTER
LAW

Visit 601 Terrace Street, Muskegon, MI 49440

Mail PO Box 786, Muskegon, MI 49443-0786

Web www.parmenterlaw.com

March 10, 2021

Ms. Ann Marie Meisch
City Clerk
City of Muskegon
933 Terrace Street
Muskegon, MI 49442

Re: City of Muskegon Proposed Charter Amendment: Gender Neutral

Dear Ms. Meisch:

We have been asked to draft a Charter Amendment making the Charter "gender neutral". We would amend 26 sections of the Charter in order to make the Charter gender neutral. We have reviewed the proposed changes informally with the Michigan Attorney General's office.

In addition, we would correct Chapter VIII, Section 3. After adoption by the electorate, we would ask the City Clerk's office to request the Municipal Code Corporation, the entity which publishes the City's Code, to delete the phrase "Section 21 of Article 10 of the State Constitution of Michigan [1904]" and replace it with the phrase "1963 Michigan Constitution Article VII, Section 21". The Municipal Code Corporation should include an "Editor's Note" of the change.

Enclosed please find the Resolution we are proposing, along with a complete copy of the City's current Charter and proposed Charter.

If you could please have this matter presented to the City Commission at your convenience, it would be appreciated.

Very truly yours,

/S/

John C. Schrier
Partner



Direct P: (231) 722-5401

Direct F: (231) 722-5501

Email: john@parmenterlaw.com

Enclosures

C: Frank Peterson (without enclosures)

CITY OF MUSKEGON

RESOLUTION NO. _____

A Resolution of the City of Muskegon City Commission to amend the City of Muskegon City Charter by changing all gender specific terminology to gender neutral terms and to correct a cite to the 1908 Michigan Constitution, as appropriate and indicated in the context.

The City Commission of the City of Muskegon resolves the following amendment to the City Charter shall, upon approval of the Governor, be submitted to the Electors of the City in accordance with the Home Rule Cities Act of the State of Michigan.

Proposed Charter Amendment

City of Muskegon

Amend the City of Muskegon Charter to make it gender neutral and to correct a cite in Muskegon City Charter, Chapter VII, Section 3 from “Section 21 of Article 10 of the State Constitution of Michigan [1904]” to “1963 Michigan Constitution Article VII, Section 21”. Exhibit A shows the Charter as currently written with redlined additions and deletions showing the proposed language if adopted. Exhibit B is a clean copy of the proposed Charter showing exactly how the proposed Charter would read if the proposal is adopted. The gender neutral Amendments would apply to:

Chapter II, Section 9
Chapter III, Sections 4, 11
Chapter IV, Section 2, 3
Chapter V, Section 1, 6, 7, 8, 9, 10, 11, 12, and 13
Chapter VIII, Section 8
Chapter X, Section 4
Chapter XIII, Sections 11, 17, 25, 27
Chapter XV, Sections 1, 4, 5, 10, 12, 14

BE IT FURTHER RESOLVED that the following language be placed upon the ballot at the November 2, 2021 election in accordance with the Home Rule Cities Act:

PROPOSED AMENDMENTS TO MUSKEGON CITY CHARTER

The City of Muskegon Charter would be amended to make it clear that the Charter applies equally to all persons, regardless of gender, and make the Charter gender neutral.

Shall the City of Muskegon be amended to make it gender neutral?

BE IT FURTHER RESOLVED that the proposed charter amendment, as adopted by the City Commission on _____, 2021 be published in the Muskegon Chronicle, and a reasonable number of copies made available to the public before the said election.

This resolution adopted:

AYES: Commissioners

NAYES:

ABSENT:

CITY OF MUSKEGON

By _____
Ann Marie Meisch, City Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the city commission of the City of Muskegon, Michigan, held on the ____ day of _____, 2021 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Ann Marie Meisch, City Clerk