

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 26, 2019 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
 - A. Introduction of Jake Eckholm and Peter Wills** Planning & Economic Development
 - B. ADA Update** EEO/Affirmative Action Director
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Fireworks Display Permit for Muskegon Country Club** City Clerk
 - C. Community Relations Committee Appointment Recommendations**
City Clerk
 - D. Rescission of Land Use Restrictions for 350 Shoreline Drive**
Planning & Economic Development
 - E. Demolition Contract for West Shoreline Correctional Facility**
Planning & Economic Development
 - F. Approval of 2019-2020 Procurement Contracts for CNS**
Community & Neighborhood Services
 - G. Approval of Sale: City-Owned Home at 1350 Eastwood**
Community & Neighborhood Services
 - H. Request to Rezone 971 & 975 Washington Avenue**
Planning & Economic Development
 - I. Amendment to the Form Based Code Section of the Zoning Ordinance**
Planning & Economic Development

- J. **Request to Approve Purchase Agreement 241 and 255 W. Western Avenue**
Planning & Economic Development
- K. **Amendment to the Single-Family Residential Section of the Zoning Ordinance** Planning & Economic Development
- L. **Hartshorn Marina – Resolution of Support for Waterways Program Grant Application and Commitment for Matching Funds**
Department of Public Works
- M. **Sheridan & Olthoff – Resolution of Support for Transportation Economic Development Funding Application and Commitment for Matching Funds**
Department of Public Works
- N. **H91841 Walton Avenue & Marsh Street** Department of Public Works
- O. **H91858 Muskegon Avenue and Webster Avenue Re-Paint**
Department of Public Works /Engineering
- P. **Set Dry Storage User Fee (Catamaran)** Department of Public Works
- Q. **City Hall – Chiller Unit** Department of Public Works
- R. **Procurement of Bubbler Control Panels** DPW/Filtration
- S. **Fifth Third Updated Account Resolution** Finance
- T. **First Amendment to the Lumberjacks Lease** City Manager
- ☐ **PUBLIC HEARINGS:**
 - A. **Establishment of a Commercial Redevelopment District – 351 W Western Ave** Planning & Economic Development
 - B. **Issuance of a Commercial Facilities Exemption Certificate–351 Phase II, LLC**
Planning & Economic Development
- ☐ **COMMUNICATIONS:**
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. **Request to Adopt the Proposed Amendments to the Master Land Use Plan**
Planning & Economic Development
 - B. **Concurrence with the Housing Board of Appeals Notice & Order to Demolish 593 W Webster** Public Safety
 - C. **Second Quarter 2018-19 Budget Reforecast** Finance
- ☐ **ANY OTHER BUSINESS:**
- ☐ **PUBLIC PARTICIPATION:**
 - ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
 - ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.

- ▶ Submit the form to the City Clerk.
- ▶ Be recognized by the Chair.
- ▶ Step forward to the microphone.
- ▶ State name and address.
- ▶ Limit of 3 minutes to address the Commission.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: March 21, 2019

Here is a quick outline of the items on our agendas:

Goal-Setting Session:

We will meet at 3:30 in a special session to finish the goal setting session. We hope to complete this portion by 5:15.

Regular Session:

1. Under introductions, LeighAnn Mikesell will introduce Jake Eckholm and Peter Wills. Dwana Thompson will also be in attendance to provide an update on ADA Grievances received.
2. Under the Consent Agenda, we are asking the Commission to consider the following:
 - a. Approval of meeting minutes from the most-recent City Commission meeting.
 - b. Approve a fireworks display permit for the Muskegon Country Club.
 - c. Approval of board appointments recommended by the Community relations Committee at their most-recent meeting. The appointments will fill vacancies in the Historic District Commission and the Local Officers Compensation Commission.
 - d. We are seeking permission to rescind land use restrictions on a city-owned parcel located at 350 Shoreline Drive. The restrictions are part of a restrictive covenant entered into a number of years ago with the responsible party – DTE. We have met with their representatives and both sides have agreed to rescind these restriction and place new/updated restrictions on the property that will allow DTE to complete their required ongoing response activities.
 - e. Approval of a demolition contract with Melching Demolition. The contract will result in the removal of all buildings and infrastructure on the prison site we are acquiring. This expense is required as part of the purchase agreement.
 - f. Approval of the 2019-20 procurement contracts for CNS. Many of the contractors are unchanged from last year. CNS staff indicated that they would be brining

additional procurement contractors at a later date to meet the needs of the department.

- g. We are seeking approval to finalize the sale of 1350 Eastwood Drive. This is a CNS home that is going to an income-qualified owner.
- h. We are seeking concurrence with the Planning Commission's recommendation to rezone 971 and 975 Washington to accommodate an expansion planned at Fatty Lumpkin's Sandwich Shack.
- i. We are seeking concurrence with the Planning Commission's recommendation to amend the form based code to allow research and development in certain context areas. This will not allow for facilities using animals.
- j. We are seeking approval of the purchase agreement for 241 and 255 West Western. Last year, the Commission authorized us to complete a purchase agreement for \$70,000 that included these two properties as well as a parcel on Webster between 8th Street and 9th Street. This purchase agreement is only related to the Western Avenue parcels. The sales price is unchanged. The development is scheduled to break ground this spring, and will include a series of attached townhouses.
- k. We are seeking concurrence with the Planning Commission's recommendation to amend the single family zoning section of the zoning ordinance to clarify that a short-term vacation rental is a use by right in the district.
- l. Approval of a resolution supporting staff's efforts to seek grant funding equal to \$350,000, which represents 50% of the costs associated with phase one of the marina improvement plan. The goal is to secure funding this year and implement the improvements in 2020.
- m. Approval of a resolution supporting staff's efforts to seek grant funding for the reconstruction of portions of Sheridan Drive and Olthoff Drive.
- n. We are seeking approval to pave two currently gravel portions of roadways – Walton Ave and Marsh Street.
- o. We are seeking approval of the bids to repaint Muskegon and Webster Avenues to accommodate more on-street parking.
- p. We are seeking to set the dry storage fee associated with catamaran storage. The new fee will match the fees charged at the small boat basin. This is a significant increase to the previous fee of \$450/year. We have also reduced the total storage space from about 35 catamarans to 5 catamarans because of the high water levels.
- q. We are seeking approval to replace a chiller unit at City Hall. The problems were identified last fall. We would like to complete the work prior to summer weather.
- r. We are seeking permission to award a contract for bubbler control panels at the filtration plant.

- s. We are seeking approval of a resolution that will update the names and titles of the individuals that are authorized to sign on behalf of the City at our main depository back – Fifth Third.
 - t. We are seeking approval to make three small amendments to the lease with the Lumberjacks that was approved last meeting. The change in paragraph 3 requires the team to provide 6 months' notice if they intend to not renew at the end of one of the lease periods. The second change clarifies that the arena can sell its own concessions-related sponsorships, but that the large sponsorships (beer and soda) will continue to be part of the shared sponsorship agreement. The final amendment clarifies our expectations for dealing with any potential negative impacts to concessions sales that may arise out of adding the additional restaurant spaces to the arena.
3. Under Public Hearings, we are taking comments on the following:
- a. Establishment of a Commercial Redevelopment District at 351 West Western to accommodate the construction of Lakeview Lofts Phase 2.
 - b. Issuance of a Commercial Facilities Exemption Certificate to 351 Phase II, LLC. The development's commercial space investment will exceed \$3.2 Million; this is in addition to anticipated investments in the residential portions of the mixed use development.
4. Under the New Business, we are asking the Commission to consider the following:
- a. We are seeking concurrence with the Planning Commission's recommendation to the proposed amendments to the Master Land Use Plan.
 - b. Concurrence with the Housing Board of Appeals' decision to demolish one property.
 - c. Approval of the Second Quarter Budget Reforecast.

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

Frank

Date: March 18, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the March 11, 2019 Worksession and March 12, 2019 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, March 11, 2019
5:30 p.m.
City Commission Chambers

MINUTES

2019-18

Present: Mayor Gawron, Vice-Mayor Hood, Commissioners Turnquist, Johnson, Warren, and Rinsema-Sybenga

Absent: German

Any Other Business

There was discussion of the proposed Short Term Rental Ordinance that will appear on the agenda on March 12, 2019 for a second reading.

Public Participation

Comments were received from the public.

Adjournment: The Worksession meeting adjourned at 7:53 p.m.

Respectfully Submitted,

Ann Marie Meisch – MMC, City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 12, 2019 @ 5:30 P.M.

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

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, March 12, 2019, Pastor D. W. Tolbert, New Hope Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

Absent: Commissioner Willie German, Jr.

INTRODUCTIONS/PRESENTATION:

A. West Michigan Lake Hawks – Team Introduction and Presentation

Mr. Ron Jenkins of the West Michigan Lake Hawks thanked the City Commission for supporting the team and updated those in attendance on the standings.

B. Delta Days at City Hall Dwana Thompson

Dwana Thompson, our Equal Employment Opportunity and Affirmative Action Director introduced her sorority sisters that will have Delta Days at City Hall.

2019-19 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the February 19, 2019 Joint Meeting with the Muskegon Public School Board, minutes of the February 26, 2019 Regular Meeting, and minutes of the March 1, 2019 Goal Setting Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display Permit for Heritage Landing City Clerk

SUMMARY OF REQUEST: Night Magic is requesting approval of a fireworks display permit for July 4, 2019, at Heritage Landing. The fire Marshall will inspect the fireworks on the day of the event.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of insurance.

C. Adopt a Resolution Approving On-Premises Tasting Room Permit at 794 Pine Street City Clerk

SUMMARY OF REQUEST: To adopt a resolution approving a new On-Premises Tasting Room Permit application for the Rake Beer Project, LLC at 794 Pine Street.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Adopt the resolution.

D. Notice of Intent Resolution for Sanitary Sewer and Water Supply Revenue Bonds Finance

SUMMARY OF REQUEST: The Notice of Intent Resolution is the first step in the bonding process. This resolution authorizes the publication of a Notice of Intent relating to the City's bonds issued for the purposes of paying all or part of the cost to acquire, construct, furnish and equip improvements to the Sanitary Sewer and Water Supply System, including sewer system and Water Supply System, including sewer system and water supply system rehabilitation and replacement of existing sewer and water lines, together with pump station improvements and treatment plant improvements. The notices indicate the City's intent to issue Sanitary Sewer System Revenue bonds not to exceed \$8,500,000 and Water Supply System Revenue bonds not to exceed \$2,000,000.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the Notice of Intent Resolutions for Sanitary Sewer System Revenue Bonds not to exceed \$8,500,000 and Water Supply System Revenue Bonds not to exceed \$2,000,000.

E. Amity Bridge – Resolution of Support for Bridge Funding Application and Commitment for Matching Funds Department of Public Works

SUMMARY OF REQUEST: The Engineering Department would like to apply for bridge preservation funding through the Michigan Department of Transportation. These funds would be used to remove the Amity bridge and

build a new roadway on fill. The bridge was originally constructed to cross a railroad line that no longer exists.

Construction is estimated at \$415,000, and the city would be required to provide matching funds of approximately \$90,000 plus engineering costs. Funding is available starting in 2022.

The MDOT application requires a resolution of support and commitment for the matching funds.

FINANCIAL IMPACT: \$200,000 split over fiscal year 21/22 and 22/23.

BUDGET ACTION REQUIRED: None at this time

STAFF RECOMMENDATION: Approve the resolution of support for the bridge preservation fund application and commit to funding the required match and engineering costs.

F. Resolution of Authority to Sign Street Lighting Contracts with Consumers Energy Department of Public Works

SUMMARY OF REQUEST: Approve the resolution of authority to sign contracts with Consumers Energy to facilitate modifications to no more than 10 street lights per contract.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the resolution.

G. Authorized Representative for County Wastewater Committee Department of Public Works

SUMMARY OF REQUEST: Approve the resolution to designate the Public Works Director as the authorized representative to the Muskegon Municipal Wastewater Committee. Retain the City Manager as the alternate representative to this committee. Authorize both to vote on behalf of the city in all business related to this committee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the resolution.

H. Heritage Association Streetlight Easements Department of Public Works

SUMMARY OF REQUEST: Authorize the mayor and clerk to sign easements with various property owners for city access to the lamp style streetlights in Heritage Village that are located on private property. Since the city will be responsible for future operation and maintenance, access to these lights is necessary.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize the mayor and clerk to sign the easements.

I. Heritage Village Streetlights Department of Public Works

SUMMARY OF REQUEST: Accept ownership of the 26 lamp style streetlights in Heritage Village. The city will be responsible for future operation and maintenance. All streetlights have been upgraded, are in working condition, and have been retrofitted with LED Lamps.

FINANCIAL IMPACT: Cost of future operation and maintenance.

BUDGET ACTION REQUIRED: Account for operation and maintenance in future budgets.

STAFF RECOMMENDATION: Accept ownership of the streetlights.

J. Request for Authorization to Sign Community & Neighborhood Services

SUMMARY OF REQUEST: Request to authorize Oneata Bailey, CNS Director, to sign as an authorized person on behalf of the City.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the authorizing resolution and direct the Mayor and Clerk to sign the resolution. Oneata Bailey has been signing agreements on behalf of the City since 2010.

Motion by Commissioner Warren, second by Vice Mayor Hood, to approve the consent agenda as presented, except item K.

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

Nays: None

MOTION PASSES

2019-20 ITEMS REMOVED FROM CONSENT AGENDA:

K. Short Term Vacation Rentals – Second Reading Public Safety

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission consider approving a stand-alone ordinance “Short Term Vacation Rentals” regulation. The City has experienced an increase in short term vacation rentals over the past couple of years. These specialty rental offerings are not regulated in our current “Housing Rental” ordinance. The ordinance will address applying and receiving a short term rental certificate and a safety inspection of the unit(s). Certificate holders will be responsible for insuring tenants are aware

and complies with relevant city ordinances, with a focus on number of occupants, recreational fires, parking, fireworks, noise, and trash to name a few noted problem that staff has experienced in an attempt to regulate short term rentals. The requested ordinance will improve neighborhood relations where short term rentals are now located, create a safer and peaceful environment for short term tenants and residents. The staff recommends the annual fee of the Short Term Vacation Rentals to be \$250.00 annually.

FINANCIAL IMPACT: Revenue generated will be put into a separate account to be used for expenses and purchasing amenities for parks.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the short term vacation rentals ordinance.

Motion by Commissioner Turnquist, second by Commissioner Johnson, to approve the short term vacation rentals ordinance.

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

Nays: None

MOTION PASSES

2019-21 PUBLIC HEARINGS:

A. Public Hearing for DWRP Project Plan

Department of Public Works

SUMMARY OF REQUEST: Conduct a public hearing related to the DWRP Project Plan that was posted for public comment on February 10, 2019 and approve the Resolution to adopt the plan.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Conduct public hearing and approve the resolution.

PUBLIC HEARING COMMENCED: No public input was received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing and approve the resolution to adopt the plan.

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

Nays: None

MOTION PASSES

B. Public Hearing – Request to Establish an Obsolete Property District – 1937 Lakeshore Drive Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Ghezzi Investments, LLC has requested the establishment of an Obsolete Property District for their property at 1937 Lakeshore Drive. The establishment of the Obsolete Property District would allow them to apply for an Obsolete Property Rehabilitation Exemption Certificate.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Staff recommends approval of the creation of the district.

PUBLIC HEARING COMMENCED: Dick Ghezzi, 2017 Lakeshore Drive provided input.

Motion by Commissioner Warren, second by Vice Mayor Hood, to close the public hearing and approve the creation of the district.

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

Nays: None

MOTION PASSES

C. Public Hearing – Request to Issue an Obsolete Property Certificate – Ghezzi Investments, LLC Planning & Economic Development

SUMMARY OF REQUEST: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, Ghezzi Investments, LLC has requested the issuance of an Obsolete Property Certificate for their property located at 1937 Lakeshore Drive. Total capital investment for this project is estimated to be \$1,100,000 and will include the addition of nine apartments and four commercial spaces. The applicant is eligible for a 12-year abatement because of the amount of investment.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Staff recommends approval of the Obsolete Property Rehabilitation Exemption Certificate.

PUBLIC HEARING COMMENCED: No public input was received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing and approve the Obsolete Property Rehabilitation Exemption Certificate.

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

Nays: None

MOTION PASSES

D. Recommendation for Annual Renewal of Liquor Licenses

City Clerk

SUMMARY OF REQUEST: To adopt a resolution recommending non-renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 12, 2019, they will be removed from this resolution.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: Adoption of the resolution.

PUBLIC HEARING COMMENCED: No public input was received.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Johnson, to close the public hearing and approve the resolution.

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

Nays: None

MOTION PASSES

E. Marsh Field Passport Grant Application

City Manager

SUMMARY OF REQUEST: Marsh Field is need of a number of improvements. Muskegon Baseball has asked that the City submit a passport grant application to address some of those needs, including: universally-accessible dugouts, play equipment, walkway improvements, accessible picnic seating, and drinking fountains. The total cost of the improvements are estimated at \$300,000. The City's match would be \$150,000.

This request is being filed under public hearing to allow for public comment/input, although there is not a formal public hearing requirement in the grant process.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: To approve the resolution authorizing the submission of the grant application and the financial commitment of \$150,000 to match the funds received; local funds to be expensed from the Public Improvement Fund in FY 2019-20.

PUBLIC HEARING COMMENCED:

Tiffany Smith, Representing Muskegon Baseball - 529 Greenwood, Grand Rapids, Presented an overview of proposed improvements that the grant would be used for.

Mike Haueisen, 903 Turner, asked about fees through the passport.

Ken Johnson, City Commissioner, asked if we received input from the disability community – yes, Disability Advocates of West Michigan will review.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the resolution authorizing the submission of the grant application and the financial commitment of \$150,000 to match the funds received; local funds to be expensed from the Public Improvement Fund in FY 2019-20.

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

Nays: None

MOTION PASSES

2019-22 NEW BUSINESS:

A. LC Walker Arena – Lumberjacks Lease City Manager

SUMMARY OF REQUEST: City staff is requesting approval of the lease with the Muskegon Lumberjacks. This is a long-term lease with multiple extension opportunities. A financial analysis sheet is attached to the lease to assist commissioners in quickly identifying the key financial changes in the new agreement.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: To authorize the Clerk and Mayor to sign the lease.

Motion by Commissioner Rinsema-Sybenga, second by Johnson, to authorize the Clerk and Mayor to sign the lease.

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

Nays: None

MOTION PASSES

B. Purchase Agreement – 880 First Street, 731 Yuba Street, 205 East Muskegon Avenue, 287 East Muskegon Avenue, and 225 Eastern Avenue City Manager

SUMMARY OF REQUEST: City staff is seeking permission to enter into a new

purchase agreement with Core Development, as follows:

1. Acquisition of the structure at 880 First Street for \$150,000
2. Acquisition of the former farmers market site for \$50,000
3. Closing on both parcels must take place on or before June 15, 2019
4. Closing is contingent on buyers receipt of the following incentives:
 - a. City-approved Commercial Rehabilitation Certificate for 10 years
 - b. State-issued Community Revitalization Program incentive equal to 20% of eligible expenses.
 - c. City-approved Brownfield Reimbursement Plan to reimburse 100% of eligible expenses after City's eligible expenses are fully reimbursed.
 - d. Deployment of at least \$1,850,000 for the development of a food and manufacturing incubation center on the ground floor of the building.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: To authorize the clerk and mayor to sign a purchase agreement with the approved terms for city-owned properties located at 880 First Street and 731 Yuba Street.

Motion by Commissioner Turnquist, second by Rinsema-Sybenga, to authorize the Clerk and Mayor to sign a purchase agreement with the approved terms form city-owned properties located at 880 First Street and 731 Yuba Street.

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

Nays: None

MOTION PASSES

C. Purchase Agreement and Grant Agreement – West Shoreline Correctional Facility City Manager

SUMMARY OF REQUEST: As part of the City's effort to expand job-creation opportunities, staff is recommending purchase of approximately 60 acres from the State Land Bank. The site formerly housed the West Shoreline Correctional Facility. The funds necessary to satisfy the purchase agreement will be drawn from the Public Improvement Fund. Staff is also seeking approval of a \$4 Million enhancement grant from the State of Michigan prior to closing to offset the purchase costs; these funds will be deposited into the Public Improvement Fund.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

STAFF RECOMMENDATION: To approve the purchase agreement and grant agreement, and authorize the City Clerk and Mayor to sign.

Motion by Vice Mayor Hood, second Warren, to approve the purchase agreement and grant agreement, and authorize the City Clerk and Mayor to sign.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:47 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

Date: March 19, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Fireworks Display Permit for Muskegon Country Club

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 3, 2019 at the Muskegon Country Club, 2801 Lakeshore Drive. The fire Marshall will inspect the fireworks on the day of the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of insurance.



March 13, 2019

Kimberly Young, Deputy City Clerk
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Dear Ms. Young:

Muskegon Country Club is in the process of planning our annual Independence Day Celebration on Wednesday, July 3, 2019. I am enclosing the fireworks permit, certificate of liability insurance and application fee of \$75.00.

Please call me if you have any questions. I can be reached at 231-755-3737 or rebecca@muskegoncc.com

Most Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca", with a large, elegant flourish extending to the right.

Rebecca Harding
Banquet Coordinator

enc

FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2019

Authority: 1988 PA 358	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
Compliance: Voluntary	
Penalty: Permit will not be issued	

This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

☒ PUBLIC DISPLAY

☐ AGRICULTURAL PEST CONTROL

Issued To <u>MELROSE PYROTECHNICS, INC.</u>		Age (18 or over)
Address <u>9019 W. BELDING RD, SUITE 3., BELDING, MI 48809</u>		
Name of Organization, Group, Firm, or Corporation <u>Muskegon Country Club</u>		
Address <u>2801 Lakeshore Drive, Muskegon, MI 49441</u>		
Number and Types of Fireworks <u>Aerial display shells ranging in size from 1 1/4 inches to 5 inches in diameter.</u>		
Exact Location of Display <u>2801 Lakeshore Drive, Muskegon MI 49441</u>		
City, Village, Township <u>Muskegon, MI</u>		Date <u>July 3, 2019</u>
Bond or Insurance Filed? ☒ Yes ☐ No		Time <u>Dusk</u>
		Amount <u>\$5,000,000.00</u>

Issued by action of : ☐ council ☐ commission ☐ board of the

☐ city ☐ village ☐ township of _____
(Name of City, Village, Township)

on the _____ day of _____, _____

(Signature and Title of Council/Commission/Board Representative)

Muskegon Country Club
2801 Lakeshore Dr., Muskegon, MI

Melrose Pyrotechnics Inc.
12/13/2018 Michael Falk



Launch Location

Setup area: 40' X 40'

Radius from setup area: 350'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL: ADDRESS: FAX (A/C, No):														
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER C : Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER D : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Travelers Indemnity Co	25658	INSURER C : Maxum Indemnity Company	26743	INSURER D : Everest Denali Insurance Company	16044	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1519150079

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		SI8ML00042-191	1/15/2019	1/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			SI8CA00025-191	1/15/2019	1/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EXC6017975	1/15/2019	1/15/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0323N491 (MI)	4/1/2019	4/1/2020	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: July 3, 2019

LOCATION: Muskegon Country Club, Muskegon, Michigan

ADDITIONAL INSURED: Muskegon Country Club; 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

CERTIFICATE HOLDER

CANCELLATION

City of Muskegon
933 Terrace Street
Muskegon MI 49440

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No):
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co. NAIC # 10851	
	INSURER B: Travelers Indemnity Co. 25658	
	INSURER C: Maxum Indemnity Company 26743	
	INSURER D: Everest Denali Insurance Company 16044	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 151342976

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		SI8CA00025-191	1/15/2019	1/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		EXC6017975	1/15/2019	1/15/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0323N491 (MI)	4/1/2019	4/1/2020	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
DISPLAY DATE: July 3, 2019

LOCATION: Muskegon Country Club - Muskegon, Michigan

ADDITIONAL INSURED: Muskegon Country Club; City of Muskegon, all elected & appointed officials, all employees & volunteers, all boards, commissions, and/or authorities & board members, including employees and volunteers thereof

CERTIFICATE HOLDER

CANCELLATION

Muskegon Country Club
2801 Lakeshore Drive
Muskegon MI 49441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPLICATION FOR FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2019

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
---	--

☒ PUBLIC DISPLAY		☐ AGRICULTURAL PEST CONTROL	Date of Application <i>3/6/2019</i>
Name of Applicant <i>MELROSE PYROTECHNICS, INC.</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>		Age (18 or over)
If a Corporation, Name of President <i>MICHAEL CARTOLANO</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>		
If a Non-resident Applicant: Name of MI Attorney or Resident Agent <i>MICHAEL FALK</i>	Address <i>9019 W. BELDING RD, SUITE 3, BELDING, MI 48809</i>		Phone No. <i>(616) 794-0205</i>
Name of Pyrotechnic Operator <i>RANDY LOVELAND</i>	Address <i>9019 W. BELDING RD, SUITE 3, BELDING, MI 48809</i>		Age (18 or over) <i>64</i>
No. Years Experience / No. Displays <i>18 YEARS / 300+</i>	Where <i>MICHIGAN</i>		
Name of Assistant: <i>BRIAN LOPER</i>	Address <i>9019 W. BELDING RD, SUITE 3, BELDING, MI 48809</i>		Age <i>52</i>
Name of Other Assistant: <i>DAVE ENBODY</i>	Address <i>9019 W. BELDING RD, SUITE 3, BELDING, MI 48809</i>		Age <i>43</i>
Exact Location of Proposed Display <i>Muskegon Country Club Grounds</i>			
Date of Proposed Display <i>July 3, 2019</i>		Time of Proposed Display <i>Dusk</i>	
No. Of Fireworks	Kind of Fireworks to be Displayed		
<i>Approximately 700</i>	<i>Aerial display shells ranging in size from 1 1/4 inches to 5 inches in diameter.</i>		
Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities) <i>NO STORAGE NECESSARY, DELIVERED ON DATE OF DISPLAY</i>			
Amount of Bond of Insurance (to be set by local gov't) <i>\$5,000,000.00</i>		Name of Bonding Corporation or Insurance Company <i>BRITTON-GALLAGHER & ASSOCIATES</i>	
Address of Bonding Corporation or Insurance Company <i>One Cleveland Center, Floor 30; 1375 East 9th Street, Cleveland, Ohio 44114</i>			
Signature of Applicant <i>Michael Falk</i>			
<i>For Melrose Pyrotechnics, Inc.</i>			

Date: March 13, 2019
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Community Relations Committee Appointment
Recommendations

SUMMARY OF REQUEST: To accept the recommendation to appoint Kimi George to the Historic District Commission and Marty Ferriby to the Local Officer's Compensation Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

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

Date: 3/26/2019

To: Honorable Mayor and City Commissioners

From: Planning Department

RE: Rescission of Land Use Restrictions for 350 Shoreline Drive

SUMMARY OF REQUEST:

Authorize the mayor and clerk to sign the notice of rescission of land use restrictions for the city owned property located at 350 Shoreline Drive. This document rescinds the previous land use restrictions on the property and will be filed with the new restrictive covenant already approved by the commission at the February 12, 2019, meeting.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize the mayor and clerk to sign the rescission of land use restrictions.

Notice of Rescission of Land and Resource Use Restrictions

This Notice of Rescission of Land and/or Resource Use Restrictions (Notice) has been recorded with the Muskegon County Register of Deeds and serves to rescind the land and resource use restrictions imposed by the previously recorded Declaration of Restrictive Covenants indicated below:

- Liber 2291, Pages 154-157, filed September 21, 1999; Amended Liber 3072, Page 010-015; filed August 2, 2000
- Liber 4180, Page 49, filed 03/04/2019

These Declaration of Restrictive Covenants were recorded on property located at 350 Shoreline Drive, Muskegon, Muskegon County, and legally described in Exhibit 1 attached hereto (the Property). Exhibit 1 also provides a survey of the Property that was subject to the land and/or resource use restrictions specified in the previously recorded Declaration of Restrictive Covenants.

The City of Muskegon (Owner) received approval from the Michigan Department of Environmental Quality (MDEQ) to rescind the land and resource use restrictions imposed by these Declaration of Restrictive Covenants and replace it with another restrictive covenant, as indicated below.

Additional land use and/or resource use restrictions have been imposed on the Property pursuant to the Declaration of Restrictive Covenant recorded with the Muskegon County Register of Deeds at Liber _____, Page(s) _____.

The Property is associated with MichCon/Lakey Foundry Facility (Site ID 61000027) for which remedial activities were performed pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*

Signature by the MDEQ representative below serves only to indicate that the person executing this Notice has received approval from the MDEQ to rescind the previously recorded land and/or resource use restrictions imposed on the Property.



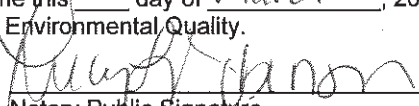
Abigail Hendershott, Supervisor
Grand Rapids District Office
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

3/18/2019

Date

STATE OF MICHIGAN
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 18th day of March, 2019 by Abigail Hendershott on behalf of the Michigan Department of Environmental Quality.


Notary Public Signature

Lucy L. Robinson
Printed Name

Notary Public, State of MICHIGAN
County of KENT
My commission expires: AUGUST 24 2019
Acting in the County of KENT

The undersigned person executing this Notice is the Owner and certifies that he or she is duly authorized and has been empowered to execute and record this Notice.

IN WITNESS WHEREOF, the said Owner of the above-described Property has caused this Notice to be executed on this ____ day of _____, 2019

BY: _____
Signature

Name Date

Title and Municipality Name

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,

by _____,
Name Title and Municipality Name

Owner of the Property.

Notary Public Signature

Printed Name

Notary Public, State of _____

County of _____

My commission expires: _____

Acting in the County of _____

Prepared by:
Nancy Johnson, MDEQ-RRD
350 Ottawa N.W.
Grand Rapids, Michigan 49503

When filed, return to:
Vincent Buening
TRC Environmental Corporation
1540 Eisenhower Place
Ann Arbor, Michigan 48108

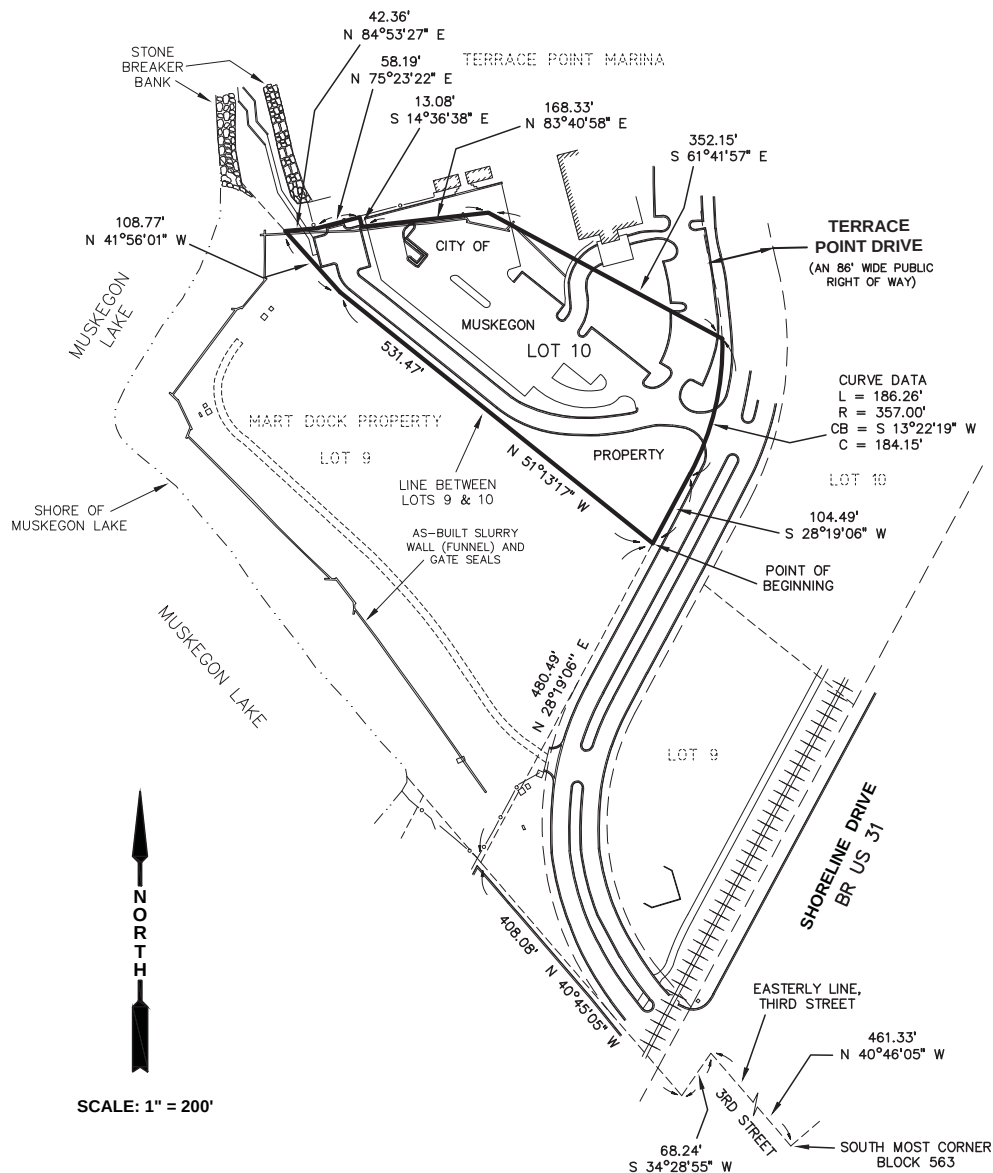
EXHIBIT 1

LEGAL DESCRIPTION AND SURVEY OF PROPERTY

**PROPERTY DESCRIPTION
NFA Lot 10**

That part of Lot 10, Block 563 of the Revised Plat of 1903, Section 19, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: **COMMENCING** at the Southernmost corner of said Block 563; thence North 40°46'05" West 461.33 feet along the Easterly line of Third Street to the Southeasterly line of Lot 9, said plat; thence South 34°28'55" West 68.24 feet to the Southwesterly line of said Lot 9; thence North 40°45'05" West 408.08 feet along the Southwesterly line of said Lot 9; thence North 28°19'06" East 480.49 feet to the **PLACE OF BEGINNING**; thence North 51°13'17" West 531.47 feet along the line between said Lots 9 and 10; thence North 41°56'01" West 108.77 feet along the line between said Lot 9 and 10; thence North 84°53'27" East 42.36 feet; thence North 75°23'22" East 58.19 feet; thence South 14°36'38" East 13.08 feet; thence North 83°40'58" East 168.33 feet; thence South 61°41'57" East 352.15 feet; thence Southwesterly 186.26 feet on a 357.00 foot radius curve to the right, the chord of which bears South 13°22'19" West 184.15 feet; thence South 28°19'06" West 104.49 feet to the place of beginning.

2.7548 acres



FIELD SURVEY BY: M&B OFFICE	SUPERVISION BY: SJG	Prepared By: MOORE & BRUGGINK, INC. Consulting Engineers 2020 Monroe Avenue N.W. Grand Rapids, Michigan 49505-6298 Phone: (616) 363-9801 Web: www.mbce.com
DRAWN BY: MDJ	CHECKED BY: SJG	
DATE: JULY 25, 2017	PROJECT NO.: 023038.4	

M:\023038 Mart Dock Muskegon\DWG\023038 NFA Lot 10 (2017).dwg, SURVEY MAP, 7/25/2017 10:52:49 AM, MDJ, CIVIL 3D 2017

Date: 3/26/2019

To: Honorable Mayor and City Commissioners

From: Planning/Economic Development Department

RE: Demolition Contract for West Shoreline Correctional Facility

SUMMARY OF REQUEST:

Award the demolition of existing buildings at the West Shoreline Correctional Facility to Melching, Inc. Three contractors were contacted and reviewed the site. All three supplied bids as follows.

Melching	\$338,910.10
JMB Demolition	\$452,300
Bierlein Companies, Inc.	\$838,400

FINANCIAL IMPACT:

\$338,910.10

BUDGET ACTION REQUIRED:

None. The cost of demolition will be reimbursed by the MEDC grant.

STAFF RECOMMENDATION:

Award the project to the low bidder, Melching, Inc.

City Of Muskegon														
Project Description:			West Shoreline Correctional Facility Demolition		Project Number:									
Project Engineer:			Bid Opening:		12-Mar-19		Melching, Inc.		JMB Demolition, LLC		Bierlein Companies, Inc.			
Line Item	Pay Code	Description	Units	Quantity	Unit Price		Total		B	Total		Unit Price	Total	
1		Demolish Storage Building	LSUM	1	\$	11,583.00	\$	11,583.00	\$	15,750.00	\$	18,800.00	\$	18,800.00
2		Demolish Storage/Transportation Building	LSUM	1	\$	12,150.00	\$	12,150.00	\$	12,250.00	\$	18,800.00	\$	18,800.00
3		Demolish Inside Administration Building	LSUM	1	\$	11,793.60	\$	11,793.60	\$	13,125.00	\$	18,600.00	\$	18,600.00
4		Demolish Outside Administration Building	LSUM	1	\$	11,056.50	\$	11,056.50	\$	12,250.00	\$	18,600.00	\$	18,600.00
5		Demolish Educational Facility	LSUM	1	\$	17,374.50	\$	17,374.50	\$	17,500.00	\$	31,600.00	\$	31,600.00
6		Demolish Chapel	LSUM	1	\$	4,212.00	\$	4,212.00	\$	6,125.00	\$	6,500.00	\$	6,500.00
7		Demolish Food Service Facility	LSUM	1	\$	17,253.00	\$	17,253.00	\$	25,000.00	\$	28,000.00	\$	28,000.00
8		Demolish Housing Building 1	LSUM	1	\$	34,830.00	\$	34,830.00	\$	35,000.00	\$	49,900.00	\$	49,900.00
9		Demolish Housing Building 2	LSUM	1	\$	34,830.00	\$	34,830.00	\$	35,000.00	\$	49,900.00	\$	49,900.00
10		Demolish Housing Building 3	LSUM	1	\$	34,830.00	\$	34,830.00	\$	35,000.00	\$	49,900.00	\$	49,900.00
11		Demolish Housing Building 4	LSUM	1	\$	34,830.00	\$	34,830.00	\$	35,000.00	\$	49,900.00	\$	49,900.00
12		Remove Fencing	LSUM	1	\$	15,500.00	\$	15,500.00	\$	25,800.00	\$	36,200.00	\$	36,200.00
13		Demolish Miscellaneous Structures	LSUM	1	\$	5,467.50	\$	5,467.50	\$	15,000.00	\$	21,700.00	\$	21,700.00
14		Remove Asphalt Surfaces	LSUM	1	\$	19,100.00	\$	19,100.00	\$	45,000.00	\$	137,900.00	\$	137,900.00
15		Remove Concrete Surfaces	LSUM	1	\$	14,100.00	\$	14,100.00	\$	27,000.00	\$	156,500.00	\$	156,500.00
16		Site Restoration	LSUM	1	\$	60,000.00	\$	60,000.00	\$	97,500.00	\$	145,600.00	\$	145,600.00
BASE BID					\$ 338,910.10		\$ 452,300.00		\$ 838,400.00					
					As-Read		Same		Same				Same	

Commission Meeting Date: March 26, 2019

Date: March 19, 2019

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of 2019-2020 Procurement Contracts for CNS

SUMMARY OF REQUEST: To approve the following Trades-Services procured through sealed bid proposals producing the lowest responsible bidder with potential for one year extension.

Appraisal:	Midwest Real Estate
Building:	Midwest Builders
Electrical:	Belasco Electric
Foundation Repair:	Deitz House Moving Engineers
House Building Spec Writer:	Hager Consulting
Interior Cleaning:	True Clean Building Services
Property Maintenance:	Walker Handyman Enterprises
Lead Assessment & Clearance:	AAA Lead Inspections
Mechanical:	Bishop Heating and Cooling
Painting:	Walker Handyman Enterprises
Title Service:	AAA National Title Group
Tree Service:	Integrity Tree Services
Tub Glazing:	Pro Cleaners
Vinyl Installer:	Mark N Tucker LLC

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the procured list of contractors and possible one year extension for Trade Contractors-Service Providers for the Community and Neighborhood Services during 2019.

COMMITTEE RECOMMENDATION: None required.

Commission Meeting Date: March 26, 2019

Date: March 18, 2019

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Approval of Sale: City-Owned Home at 1350 Eastwood

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

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

BUDGET ACTION REQUIRED: None.

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

COMMITTEE RECOMMENDATION: None.

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF
HUD PROPERTY AT 1350 EASTWOOD DRIVE

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

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

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

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of the property at 1350 Eastwood Drive to Alexis Eziukwu. This home has been rehabilitated by Community and Neighborhood Services Department through the Home-Buyer Program.

Adopted this 26th of March, 2019.

Ayes:

Nays:

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Cummings, MMC City Clerk

Commission Meeting Date: March 26, 2019

Date: March 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to Rezone 971 & 975 Washington Ave

SUMMARY OF REQUEST:

Request to rezone the properties at 971 & 975 Washington Ave from R-2, Single Family Medium Density Residential to Form Based Code, Neighborhood Edge, by Brett Gilbert.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the rezonings

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously (8-0) recommended approval of the rezonings at their March 14 meeting.

STAFF REPORT

March 14, 2019

Hearing, Case 2019-04: Request to rezone the properties at 971 & 975 Washington Ave from R-2, Single Family Medium Density Residential to Form Based Code, Neighborhood Edge, by Brett Gilbert.

SUMMARY

1. Both properties are owned by Brett Gilbert, owner of Fatty Lumpkins at 971 Washington Ave. This restaurant was approved as a Special Land Use by the Planning Commission in 2009. Mr Gilbert has since bought the commercial property to the west at 975 Washington Ave and would like to utilize the existing building as an extension of Fatty Lumpkins. Rather than asking for another Special Land Use Permit for the new restaurant space, staff encouraged him to apply for a rezoning, which would allow for the restaurant without a Special Land Use Permit and would also make it easier to develop the properties if there are any future expansions.
2. Form Based Code, Neighborhood Edge is a common zoning designation for commercial properties in this area. Please see the zoning maps on the following page.
3. This zoning designation also allows for residential homes as well, in the event the restaurant moves to another location. Please see the zoning ordinance excerpt on Neighborhood Edge.
4. Both properties meet the minimum size (25' x 100') standards for Neighborhood Edge lots. Both lots are approximately 26' x 127'.

971 / 975 Washington Ave



Zoning Map



Form Based Code, Neighborhood Edge Properties



Aerial Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 971 & 975 Washington Ave from R-2, Single Family Medium Density Residential to FBC, Neighborhood Edge.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 971 & 975 Washington Ave from R-2, Single Family Medium Density Residential to FBC, Neighborhood Edge.

CITY OF MUSKEGON REVISED PLAT OF 1903 E 24 FT OF W 54 FT LOT 1 BLK 479

CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 30 FT LOT 1 BLK 479

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE (Rezoning 971 & 975 Washington Ave from R-2 to FBC, NE)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of March 2019, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2019

Ann Meisch, MMC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on March 26, 2019, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 971 & 975 Washington Ave from R-2 to FBC, NE:

CITY OF MUSKEGON REVISED PLAT OF 1903 E 24 FT OF W 54 FT LOT 1 BLK 479

CITY OF MUSKEGON REVISED PLAT OF 1903 WLY 30 FT LOT 1 BLK 479

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

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

Published _____, 2019

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

Commission Meeting Date: March 26, 2019

Date: March 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Form Based Code section of the Zoning Ordinance

SUMMARY OF REQUEST:

Staff initiated request to amend the zoning ordinance to allow research and development as a permitted use in the Downtown and Mainstreet context areas of the Form Based Code.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request 8-0, as long as staff recommends a definition for “research and development” that excludes animal testing, noise and odor.

Hearing, Case 2019-05: Staff initiated request to amend the zoning ordinance to allow research and development as a permitted use in the Downtown and Mainstreet context areas of the Form Based Code.

SUMMARY

1. The Form Based Code allows for Research & Development in the Neighborhood Core Neighborhood Edge Context Areas, as long as they are in a mixed-use or flex building type.
2. Staff is proposing to allow Research & Development in the Downtown and Mainstreet Context Areas because of the low-impact on surrounding uses and possibility of attracting more businesses downtown.
3. Research & Development refers to the work a business conducts for the innovation, introduction and improvement of its products and procedures. It is a series of investigative activities to improve existing products and procedures or to lead to the development of new products and procedures.
4. This use is not nearly as intensive as industrial. Allowing them only in mixed-use and flex buildings would assure that they are a secondary use of a building and not the main tenant.

STAFF'S RECOMMENDATION FOR DEFINITION

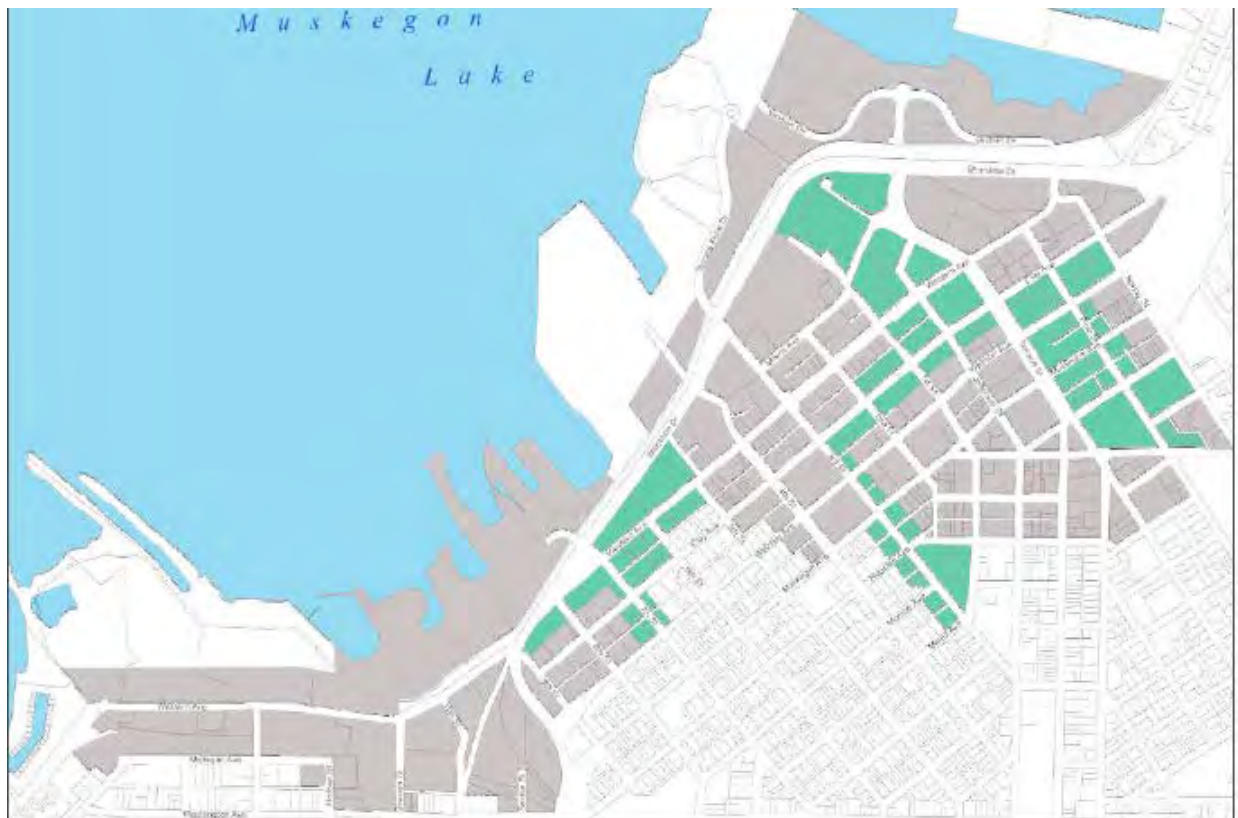
Research and Development:

- The innovation, introduction and improvement of products and procedures. A series of investigative activities to improve existing products and procedures or to lead to the development of new products and procedures. This excludes animal testing and uses that would cause a nuisance due to noise or odor.

Downtown Context Area



Mainstreet Context Area



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the Form Based Code Section of the Zoning Ordinance to allow research and development as a permitted use in the Downtown and Mainstreet context areas.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Research & Development is allowed as a permitted use in the Downtown and Mainstreet context areas of the Form Based Code.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of March, 2019, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2019.

Ann Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on March 26, 2019, the City Commission of the City of Muskegon adopted an ordinance to amend the Form Based Code section of the Zoning Ordinance to allow research and development as a permitted use in the Downtown and Mainstreet context areas.

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

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

Published _____, 2019.

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

Commission Meeting Date: March 19, 2019

Date: March 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to Approve the Purchase Agreement – 241 and 255 W
Western Ave

SUMMARY OF REQUEST:

City staff has been working with a housing developer that is interested in creating multifamily housing on these lots. The City Commission authorized the City Manager to negotiate a purchase agreement at the March 7, 2018 Commission meeting.

FINANCIAL IMPACT:

Funds from the sale will go into the General Fund.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the purchase agreement.

COMMITTEE RECOMMENDATION:

None

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") has been made as of _____, 2019 ("Effective Date"), by the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and _____, of _____ ("Dusendang"), with reference to the following facts:

Background

A. City owns the vacant real property located in the City of Muskegon commonly known as 241 W. Western Avenue, Muskegon, Michigan 49440 and 255 W. Western Avenue, Muskegon, Michigan 49440, and legally described on **Exhibit A**, together with all improvements, fixtures, easements, hereditaments, and appurtenances associated with the real estate (the "Property").

B. Dusendang desires to purchase and City desires to sell to Dusendang that certain 60-foot northerly portion of the Property as depicted and legally described on Exhibit A (the "Premises") for the purpose of constructing a mixed use commercial-residential property (the "Project"), as depicted on the attached **Exhibit B**.

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

1. **Sale and Purchase of Premises.** City agrees to sell to Dusendang, and Dusendang agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Premises.

2. **Purchase Price; Payment.** The purchase price for the Premises shall be \$70,000 (the "Purchase Price"), payable at Closing (as defined below) in immediately available funds. Dusendang shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to City at Closing in certified funds upon execution and delivery of a quit claim deed.

3. **Construction Dates.** Construction shall commence prior to January 1, 2019 and be completed by January 1, 2020. For purposes of this paragraph, commencing construction means furnishing labor and materials to the Premises and beginning installation of the approved building foundations for the Project. Completing construction means the issuance of an occupancy permit by the City of Muskegon for the approved Project. In the event Dusendang is unable to commence construction by January 1, 2019 or complete construction prior to January 1, 2020, Dusendang shall promptly notify City and the City shall have the option of granting an extension or terminating this Agreement.

4. **City's Option to Purchase or Sell the Premises upon Termination.** Upon the termination of this Agreement pursuant to Section 3, City shall have the option to purchase the Premises, including all improvements thereon. If the Project has been commenced at the time of the exercise of the option, City may, but shall have no obligation to, complete the Project at its own cost and expense or sell it to another party for purposes of completing the Project. With regard to City's purchase of the Premises pursuant to this Section:

a. The purchase price for the Premises, including all improvements thereon, shall be \$35,000 plus the lesser of (i) one half of the actual cost of all construction performed by Dusendang on the Premises, or (ii) one half of the appraised value of the Project, excluding the Premises, as of the date of the termination notice as determined by a qualified appraiser selected by City in its sole discretion.

b. City's option shall be exercisable at any time within 30 days following the date of the termination notice.

c. Within 10 days after City has exercised its option, Dusendang shall deliver to City, at Dusendang's expense, a commitment for issuance of an ALTA owner's policy of title insurance, with standard exceptions, in the amount of the purchase price of the Property showing City as the proposed insured, subject only to use restrictions and utility easements of record, and such liens and encumbrances that will be discharged at closing. If the evidence of title or any survey discloses that marketable title of record is not vested in Dusendang, or if there exists encumbrances on the Premises other than use restrictions and utility easements of record, City may apply any portion of the proceeds payable to Dusendang to curing any such deficiencies or obtaining the release and discharge of such encumbrances. If the encumbrances to title are not curable or dischargeable by the application of proceeds, City may rescind the exercise of its option by written notice to Dusendang.

d. Should City exercise its option, Dusendang shall be responsible for payment of all real estate taxes pertaining to the Premises for which a tax statement has been issued prior to the date of closing, without proration. All tax statements issued subsequent to the date of closing shall be City's responsibility.

e. The closing of the sale following the exercise of City's option shall take place at a reasonable time and location mutually acceptable to Dusendang and City in Muskegon County, Michigan, after the title evidence provided for herein has been approved by City. In no event, however, shall closing be delayed beyond 30 days from the receipt by City of the title evidence provided for herein, unless such delay shall be due to a defect in title that City has granted Dusendang further time to cure.

f. Following the termination of this Agreement, City shall have the right, but not the obligation, to have it or its designee be assigned the rights, and assume the obligations, of Dusendang under contracts in respect of services in connection with the development or construction of the Project.

5. Title Policy and Survey.

a. Within 5 days after the Effective Date, Dusendang shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Premises in the amount of the Purchase Price and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Dusendang shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Premises at the Closing naming Dusendang as the insured and in form and substance satisfactory to Dusendang, but subject to the Permitted Exceptions (defined below). As soon as possible after the Closing, Dusendang shall cause the Title Company to furnish to Dusendang an extended coverage ALTA owner's policy of title insurance with respect to the Premises (the "Title Policy"). Dusendang shall be responsible for the cost of the Title Policy and any endorsements to the Title Policy that Dusendang desires.

b. Dusendang may order at its sole cost an ALTA/ACSM Land Title Survey of the Premises in accordance with the most current ALTA Standards (the "Survey"), certified to

Dusendang and to the Title Company.

c. City, at its expense, shall prior to Closing complete the division of the Property so that the Premises is a separately identified tax parcel.

6. **Title Objections.** Dusendang shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of the City's title to the Premises or matters shown on the Survey. If objection to the title and/or Survey is made, City shall have 7 days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections or (b) notify Dusendang that it will not remedy the objections. If Dusendang does not notify City in writing as to any title or survey objections, then Dusendang will be deemed to have accepted the condition of title and survey as set forth in the Title Commitment and Survey. If City is unwilling or unable to remedy the title and/or survey defect or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Dusendang may, at its option, upon written notice to City, either (i) terminate this Agreement, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment or the Survey which is waived or not objected to by Dusendang shall be deemed a "Permitted Exception." The foregoing notwithstanding, no mortgage, monetary encumbrance, lien (except the lien of real estate taxes not yet due and payable) or tenancy right shown on the Title Commitment shall be considered a Permitted Exception, and City shall discharge of record all monetary encumbrances, liens, and tenancy rights affecting the Premises at or prior to Closing.

7. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Dusendang shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

8. **Inspection Period.** At Dusendang's sole option and expense, Dusendang and Dusendang's agents may conduct inspections of the Premises within 30 days after the Effective Date ("Inspection Period"). Dusendang's inspection under this Section may include, by way of example but not limitation, inspections of any existing improvements to the Premises, other systems servicing the Premises, zoning, and the suitability for Dusendang's intended purposes for the Premises. If Dusendang, in Dusendang's sole discretion, is not satisfied with the results of the inspections for any reason, Dusendang shall notify City in writing of Dusendang's dissatisfaction within 3 business days after the expiration of the 30-day Inspection Period. If Dusendang so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Dusendang within the stated period, this inspection contingency shall be deemed to be waived by Dusendang and the parties shall proceed to closing in accordance with the terms of this Agreement.

9. **Condition of Premises.** Dusendang understands and agrees that the Premises are taken "**AS IS**" subject only to the representations and warranties set forth in this Agreement. Dusendang represents that by closing on the purchase of the Premises, Dusendang will be purchasing the Premises as a result of its inspection and investigation of the Premises and that Dusendang is satisfied with the condition of the land and improvements thereon. Dusendang further represents and warrants that it is not purchasing the Premises based on any representations made by or on behalf of City except as specifically set forth in this Agreement. No implied warranties of habitability, quality, condition, fitness for a particular purpose, or any other implied warranties shall operate between City and Dusendang, and Dusendang expressly waives any and all such implied

warranties.

10. **City's Representations and Warranties.**

a. **Authority.** City is a Michigan municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan.

b. **Litigation.** There is no litigation or proceeding either pending or, to the best of City's knowledge without independent inquiry, threatened against or relating to the Premises in any judicial, quasi-judicial or administrative forum.

c. **Violations.** To the best of City's knowledge without independent inquiry, except as disclosed in writing to, and accepted by Dusendang, there are, and shall be, no uncured violations including, without limitation, environmental violations, of any laws, ordinances, orders, regulations, rules, or requirements of any governmental authority, affecting the Premises or any part thereof.

d. **Environmental.** To the best of City's knowledge without independent inquiry, no toxic or hazardous substance or waste as defined in any federal, state or local environmental law, ordinance, rule or regulation have been used, stored, generated, recycled, treated, released, spilled, discharged or otherwise disposed of on, in, under, or otherwise affecting the Premises. To the best of City's knowledge without independent inquiry, City has not received any notice from any applicable governmental entity of the potential or actual existence of any hazardous substance on, in, under, adjacent to, or otherwise affecting the Premises.

e. **No Violation of Law.** The performance of this Agreement by City will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.

11. **Dusendang's Representations and Warranties.**

a. **Authority.** Dusendang is a _____. Dusendang has the power and authority to enter into and perform Dusendang's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Dusendang and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Dusendang, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Dusendang or any of Dusendang's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Dusendang, threatened.

d. **Sufficient Funds.** Dusendang will have sufficient funds to pay the Purchase Price at Closing.

12. **Conditions Precedent.** This Agreement and all of the obligations of Dusendang under this Agreement are, at Dusendang's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Representations and Warranties True at the Closing.** The representations, covenants, and warranties of City contained in this Agreement shall be true in all material respects at the time of the Closing.

b. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

c. **Lot Division.** City has completed the division of the Property so that the Premises are a separate tax parcels.

d. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Parkland Easement.** The parties acknowledge that a non-exclusive easement exists over a portion of the Property on the western edge of 255 W. Western Avenue ("Easement"). The Easement was granted by City to Parkland Muskegon, Inc., owner of the adjacent property to the west, on March 23, 2017. A copy of the Easement Agreement is attached as **Exhibit C**. The parties agree that Dusendang shall not construct over any portion of the Easement.

14. **Default.**

a. **By Dusendang.** In the event Dusendang fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within 10 days after receipt of notice (other than Dusendang's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within 10 days after receipt of notice, then Dusendang may either terminate this Agreement or Dusendang may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

15. **Closing.**

a. **Date of Closing.** Unless the parties otherwise mutually agree, the Closing shall be held no later than 10 days after Dusendang provides written notification to City that all of the requirements set forth in Section 12 have been fulfilled to the full satisfaction of Dusendang, but no later than _____, 2018, unless this Agreement is terminated in accordance with its provisions ("Closing").

b. **Costs.** The costs associated with this Agreement and the Closing shall be

paid as follows: (i) City shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's policy of title insurance, provided that Dusendang shall pay for endorsements to the Title Policy which Dusendang desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Dusendang shall pay for the cost of recording the deed; and (v) City and Dusendang shall pay equally any Closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Premises and Dusendang shall pay the balance of the purchase price. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

16. **Real Estate Commission.** Dusendang and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

17. **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: City of Muskegon
Attn.: Frank Peterson, City Manager
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: John C. Schrier
601 Terrace Street, Suite 200
Muskegon, Michigan 49440
Email: john@parmenterlaw.com

To Dusendang: Dave Dusendang

Email: _____

18. **Miscellaneous.**

a. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by

and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. **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.

f. **Full Execution.** This Agreement requires the signature of all 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.

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this 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 of this Agreement shall not in any way be impaired or affected.

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

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

k. **Venue and Jurisdiction.** 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 that Muskegon County is the exclusive venue.

CITY:

CITY OF MUSKEGON

By: _____
Name: Stephen J Gawron
Title: Mayor
Dated: _____, 2019

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____, 2019

DUSENDANG:

By: _____
Name: Dave Dusendang
Title: _____
Dated: _____, 2019

Exhibit A

Legal Description

The following described premises are situated in the City of Muskegon, County of Muskegon, State of Michigan:

Unit 2, Downtown Muskegon Development Center No. 2, a Site Condominium, according to the Master Deed recorded in Liber 3703, Page 106, as amended, in the office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 162, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and as described in Act 59 of the Public Acts 1976, as amended.

Parcel No.: 61-24-234-000-0002-00

Commonly known as: 255 W. Western Avenue

Unit 3, Downtown Muskegon Development Center No. 2, a Site Condominium, according to the Master Deed recorded in Liber 3703, Page 106, as amended, in the office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 162, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and as described in Act 59 of the Public Acts 1976, as amended.

Parcel No.: 61-24-234-000-0003-00

Commonly known as: 241 W. Western Avenue

Exhibit B

The Project

Exhibit C
Easement



Commission Meeting Date: March 26, 2019

Date: March 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Single Family Residential Section of the
Zoning Ordinance

SUMMARY OF REQUEST:

Staff initiated request to amend the Single Family Residential section of the zoning ordinance to clarify that short and long term rentals are not prohibited uses.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the request 8-0 at their March 14 meeting.

Hearing, Case 2019-06: Staff initiated request to amend the Single Family Residential section of the zoning ordinance to clarify that short- and long-term rentals are not prohibited uses.

SUMMARY

1. The City Commission recently passed a Short-Term Vacation Rental ordinance (enclosed).
2. Some citizens have complained that the City is not following the zoning ordinance because of Section 400.3.h.xiv(5). See Single Family Residential District attachment. They have claimed that rentals are breaking the rule of prohibiting “lodging services including but not limited to, a tourist home (defined as a bed and breakfast in the ordinance), motel or hotel.” However, this is located in the home occupation section, which also states “the business person operating the home occupation shall reside in the dwelling.” This is not the case with rentals, long or short term, so the City has never considered rentals as home occupations.
3. To clarify and eliminate any confusion, staff is suggesting to amend the ordinance as follows (**additions in bold**):

Home Occupations:

xiv. Activities specifically prohibited (but not limited to) include:

(5) A lodging service including but not limited to, a tourist home, motel or hotel. **This does not include short or long-term rental homes.**

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the Single Family Residential section of the zoning ordinance to clarify that short and long term rentals are not prohibited uses.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

New Additions in **Bold**:

Section 400:

Home Occupations:

xiv. Activities specifically prohibited (but not limited to) include:

(5) A lodging service including but not limited to, a tourist home, motel or hotel. **This does not include short or long-term rental homes.**

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of March, 2019, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2019.

Ann Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on March 26, 2019, the City Commission of the City of Muskegon adopted an ordinance to amend the Single Family Residential section of the zoning ordinance to clarify that short and long term rentals are not prohibited uses.

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

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

Published _____, 2019.

CITY OF MUSKEGON

By _____
Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354

Date: 3/26/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Hartshorn Marina – Resolution of Support for Waterways Program
Grant Application and Commitment for Matching Funds

SUMMARY OF REQUEST:

The Engineering Department would like to apply for a Waterway Program Grant through the Michigan Department of Natural Resources. These funds would be used to complete upgrades and repairs at Hartshorn Marina in conjunction with the recommendations prepared by Abonmarche.

We are proposing a total project funding for this round of \$700,000 of which \$350,000 would be local match and \$350,000 would be funding from MDNR. Funding would be available during the 19-20 budget cycle.

The MDNR application requires a resolution of support and commitment for the matching funds.

FINANCIAL IMPACT:

\$350,000 in fiscal year 19/20

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Approve the resolution of support for the Waterways Program Grant application and commit to funding the required match and engineering costs.

City of Muskegon

RESOLUTION

SUPPORT OF APPLICATION FOR WATERWAYS PROGRAM GRANT FUNDS

WHEREAS, Muskegon City Commissioners desire to promote safety and fiscal responsibility for the residents and visitors of our great city; and

WHEREAS, Muskegon City Commissioners acknowledge there is need for improvements to Hartshorn Marina to support continued operation and improved facilities; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners support the application for state waterways program funds and commit to funding required match dollars for improvements at Hartshorn Marina.

Dated this _____ of _____ 20__.

Stephen J. Gawron
Mayor

Ann Marie Meisch
City Clerk

Date: 3/26/2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: Sheridan & Olthoff – Resolution of Support for Transportation
Economic Development Funding Application and Commitment for
Matching Funds

SUMMARY OF REQUEST:

The Engineering Department would like to apply for Category A Transportation Economic Development funding through the Michigan Department of Transportation. These funds would be used to resurface Sheridan Drive and Olthoff Drive in the industrial park.

Construction is estimated at \$900,000, and the city would be required to provide matching funds of approximately \$250,000 plus engineering costs. Funding is available starting as early as 2019.

The MDOT application requires a resolution of support and commitment for the matching funds.

FINANCIAL IMPACT:

\$300,000 split over fiscal year 18/19 and 19/20

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Approve the resolution of support for the Category A Transportation Economic Development application and commit to funding the required match and engineering costs.

City of Muskegon

RESOLUTION

SUPPORT OF APPLICATION FOR CATEGORY A TRANSPORTATION ECONOMIC DEVELOPMENT FUNDING

WHEREAS, Muskegon City Commissioners desire to promote safety and fiscal responsibility for the residents and visitors of our great city; and

WHEREAS, Muskegon City Commissioners acknowledge there is need for repairs to the roadway to support retention of current industrial base and attraction of new industrial base; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners support the application for state category A transportation economic development funds and commit to funding required match dollars for improvements on Sheridan Drive and Olthoff Drive.

Dated this _____ of _____ 20__.

Stephen J. Gawron
Mayor

Ann Marie Meisch
City Clerk

Date: March 19, 2019
To: Honorable Mayor and City Commissioners
From: Department of Public Works
RE: H 91841 Walton Ave & Marsh St.

SUMMARY OF REQUEST:

To award contract (H 91841) for construction of Marsh St & Walton Ave., including paving of existing gravel rd. with water service improvements.

Seven contractors submitted bids for this project as follows:

McCormick Sand Inc.	\$159,293.50
Terra Contractors.	\$184,209.04
Redline Excavating, LLC.	\$170,662.06
Accurate Excavating, LLC	\$168,055.75
Jackson-Merkey Contractors, Inc.	\$168,233.55
Tiles Excavating, Inc.	\$199,795.58
Epic Excavating.....	\$245,684.10

FINANCIAL IMPACT:

\$159,293.50

BUDGET ACTION REQUIRED:

None. Initially budgeted for \$150,000.00 from the CIP but will be adjusted in the next budget reforecast.

STAFF RECOMMENDATION:

Award the project to the low bidder, McCormick Sand, Inc.

CONTRACTOR
ADDRESS
CITY/ST/ZIP

ENGINEERS ESTIMATE

Line	Description	Units	Quantity	UnitPrice
1	Mobilization, Max	LSUM	1	\$ 14,023.00
2	Curb and Gutter, Rem	Ft	51	\$ 8.00
3	Sidewalk, Rem	Syd	64	\$ 8.00
4	Pavt, Rem, Modified	Syd	110	\$ 5.00
5	Machine Grading, Modified	Sta	6.6	\$ 1,500.00
6	Erosion Control, Inlet Protection, Fabric Drop	Ea	6	\$ 75.00
7	Project Cleanup	LSUM	1	\$ 3,000.00
8	Aggregate Base, 8 inch	Syd	1871	\$ 7.00
9	Maintenance Gravel, LM	Cyd	50	\$ 20.00
10	Sewer, Cl E, 12 inch, Tr Det B	Ft	421	\$ 35.00
11	Sewer, Ductile Iron Class 52, 12 inch, Tr Det B	Ft	60	\$ 65.00
12	Dr Structure Cover, Adj, Case 1, Modified	Ea	2	\$ 650.00
13	Catch Basin Specail Detail	Ea	4	\$ 1,500.00
14	Dr Structure Cover, Type B, Modified	Ea	1	\$ 500.00
15	Dr Structure Cover, Type K, Modified	Ea	4	\$ 750.00
16	HMA, 3C	Ton	221	\$ 65.00
17	HMA, 4C	Ton	221	\$ 75.00
18	Driveway, Nonreinf Conc, 6 Inch, Modified	Syd	54	\$ 30.00
19	Curb and Gutter, Conc, Det F4, Modified	Ft	1344	\$ 13.00
20	Detectable Warning Surface	Ft	10	\$ 40.00
21	Sidewalk Ramp, Conc, 4 inch	Sft	116	\$ 5.00
22	Sidewalk, Conc, 4 inch	Sft	429	\$ 4.00
23	Sidewalk, Conc, 6 inch	Sft	162	\$ 4.00
24	Barricade, Type III, High Intensity, Lighted, Furn	Ea	3	\$ 60.00
25	Barricade, Type III, High Intensity, Lighted, Oper	Ea	3	\$ 1.00
26	Minor Traf Devices	LSUM	1	\$ 1,250.00
27	Plastic Drum, High Intensity, Furn	Ea	25	\$ 20.00
28	Plastic Drum, High Intensity, Oper	Ea	25	\$ 1.00
29	Sign, Type B, Temp, Prismatic, Furn	Sft	101	\$ 5.00
30	Sign, Type B, Temp, Prismatic, Oper	Sft	101	\$ 1.00
31	Topsoil Surface, Furn, 4 inch	Syd	1883	\$ 4.00
32	Hydroseeding	Syd	1883	\$ 1.00
33	Watermain, DI, 6 inch, Tr Det G, Modified	Ft	13	\$ 50.00
34	Water Service, 1 inch, Copper Type k	Ft	137	\$ 30.00
35	Water Service, Private Property	Ft	32	\$ 30.00
36	Tapping Sleeve and Valve, 16 inch X 6 inch, With Box	Ea	1	\$ 3,000.00
37	Sleeve, 6 inch, Long, DI MJ	Ea	1	\$ 350.00
38	Hydrant, 6 inch, Standard	Ea	1	\$ 2,400.00
39	Corporation Stop, 1 inch	Ea	3	\$ 350.00
40	Curb Stop and Box, 1 inch	Ea	2	\$ 350.00
41	Cut and Cap, 6 inch Watermain	Ea	1	\$ 550.00
42	Water Service, Building Connection	Ea	3	\$ 500.00

43 Meter Pit Complete	Ea	1	\$	1,300.00
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TOTAL

APPARENT LOW BIDDER

E	MCCORMICK SAND INC. 5430 RUSSELL RD. TWIN LAKE, MI 49457			TERRA CONTRACTORS 856 PULASKI MUSKEGON, MI 49441		
	UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE	
\$ 14,023.00	\$ 9,500.00	\$ 9,500.00		\$ 5,000.00	\$ 5,000.00	
\$ 408.00	\$ 10.00	\$ 510.00		\$ 10.00	\$ 510.00	
\$ 512.00	\$ 8.00	\$ 512.00		\$ 6.75	\$ 432.00	
\$ 550.00	\$ 10.00	\$ 1,100.00		\$ 2.25	\$ 247.50	
\$ 9,900.00	\$ 1,300.00	\$ 8,580.00		\$ 1,400.00	\$ 9,240.00	
\$ 450.00	\$ 80.00	\$ 480.00		\$ 105.00	\$ 630.00	
\$ 3,000.00	\$ 1.00	\$ 1.00		\$ 2,000.00	\$ 2,000.00	
\$ 13,097.00	\$ 10.00	\$ 18,710.00		\$ 10.70	\$ 20,019.70	
\$ 1,000.00	\$ 0.10	\$ 5.00		\$ 28.00	\$ 1,400.00	
\$ 14,735.00	\$ 27.00	\$ 11,367.00		\$ 30.00	\$ 12,630.00	
\$ 3,900.00	\$ 40.00	\$ 2,400.00		\$ 57.00	\$ 3,420.00	
\$ 1,300.00	\$ 750.00	\$ 1,500.00		\$ 400.00	\$ 800.00	
\$ 6,000.00	\$ 2,000.00	\$ 8,000.00		\$ 2,600.00	\$ 10,400.00	
\$ 500.00	\$ 400.00	\$ 400.00		\$ 450.00	\$ 450.00	
\$ 3,000.00	\$ 525.00	\$ 2,100.00		\$ 450.00	\$ 1,800.00	
\$ 14,365.00	\$ 94.00	\$ 20,774.00		\$ 101.00	\$ 22,321.00	
\$ 16,575.00	\$ 100.00	\$ 22,100.00		\$ 110.00	\$ 24,310.00	
\$ 1,620.00	\$ 45.00	\$ 2,430.00		\$ 69.50	\$ 3,753.00	
\$ 17,472.00	\$ 13.00	\$ 17,472.00		\$ 22.00	\$ 29,568.00	
\$ 400.00	\$ 35.00	\$ 350.00		\$ 70.00	\$ 700.00	
\$ 580.00	\$ 5.00	\$ 580.00		\$ 10.00	\$ 1,160.00	
\$ 1,716.00	\$ 5.00	\$ 2,145.00		\$ 5.85	\$ 2,509.65	
\$ 648.00	\$ 5.00	\$ 810.00		\$ 7.90	\$ 1,279.80	
\$ 180.00	\$ 50.00	\$ 150.00		\$ 85.00	\$ 255.00	
\$ 3.00	\$ 0.50	\$ 1.50		\$ 5.00	\$ 15.00	
\$ 1,250.00	\$ 1,000.00	\$ 1,000.00		\$ 1,050.00	\$ 1,050.00	
\$ 500.00	\$ 16.00	\$ 400.00		\$ 16.50	\$ 412.50	
\$ 25.00	\$ 0.50	\$ 12.50		\$ 2.00	\$ 50.00	
\$ 505.00	\$ 3.00	\$ 303.00		\$ 4.00	\$ 404.00	
\$ 101.00	\$ 0.50	\$ 50.50		\$ 1.50	\$ 151.50	
\$ 7,532.00	\$ 4.00	\$ 7,532.00		\$ 3.80	\$ 7,155.40	
\$ 1,883.00	\$ 1.00	\$ 1,883.00		\$ 1.53	\$ 2,880.99	
\$ 650.00	\$ 40.00	\$ 520.00		\$ 75.00	\$ 975.00	
\$ 4,110.00	\$ 20.00	\$ 2,740.00		\$ 17.00	\$ 2,329.00	
\$ 960.00	\$ 25.00	\$ 800.00		\$ 20.00	\$ 640.00	
\$ 3,000.00	\$ 2,500.00	\$ 2,500.00		\$ 3,500.00	\$ 3,500.00	
\$ 350.00	\$ 250.00	\$ 250.00		\$ 250.00	\$ 250.00	
\$ 2,400.00	\$ 3,450.00	\$ 3,450.00		\$ 4,400.00	\$ 4,400.00	
\$ 1,050.00	\$ 325.00	\$ 975.00		\$ 300.00	\$ 900.00	
\$ 700.00	\$ 425.00	\$ 850.00		\$ 330.00	\$ 660.00	
\$ 550.00	\$ 400.00	\$ 400.00		\$ 300.00	\$ 300.00	
\$ 1,500.00	\$ 850.00	\$ 2,550.00		\$ 750.00	\$ 2,250.00	

\$ 1,300.00	\$ 1,100.00	\$ 1,100.00	\$ 1,050.00	\$ 1,050.00
\$ 154,300.00		\$ 159,293.50		\$ 184,209.04

REDLINE EXCAVATING LLC 4277 1/2 58TH ST. HOLLAND, MI 49423			ACCURATE EXCAVATORS, LLC 2821 CENTRAL ROAD MUSKEGON, MI 49445			JACKSON-M
UNIT PRICE		TOTAL PRICE	UNIT PRICE		TOTAL PRICE	UNIT PRICE
\$	5,450.00	\$ 5,450.00	\$	4,000.00	\$ 4,000.00	\$
\$	10.00	\$ 510.00	\$	12.50	\$ 637.50	\$
\$	10.00	\$ 640.00	\$	17.50	\$ 1,120.00	\$
\$	5.00	\$ 550.00	\$	7.75	\$ 852.50	\$
\$	885.00	\$ 5,841.00	\$	2,450.00	\$ 16,170.00	\$
\$	185.00	\$ 1,110.00	\$	150.00	\$ 900.00	\$
\$	1,000.00	\$ 1,000.00	\$	1,000.00	\$ 1,000.00	\$
\$	7.27	\$ 13,602.17	\$	11.25	\$ 21,048.75	\$
\$	25.00	\$ 1,250.00	\$	32.00	\$ 1,600.00	\$
\$	38.00	\$ 15,998.00	\$	32.00	\$ 13,472.00	\$
\$	121.50	\$ 7,290.00	\$	52.00	\$ 3,120.00	\$
\$	350.00	\$ 700.00	\$	300.00	\$ 600.00	\$
\$	1,230.00	\$ 4,920.00	\$	1,700.00	\$ 6,800.00	\$
\$	865.00	\$ 865.00	\$	350.00	\$ 350.00	\$
\$	1,150.00	\$ 4,600.00	\$	710.00	\$ 2,840.00	\$
\$	100.00	\$ 22,100.00	\$	103.00	\$ 22,763.00	\$
\$	106.00	\$ 23,426.00	\$	110.00	\$ 24,310.00	\$
\$	32.97	\$ 1,780.38	\$	45.00	\$ 2,430.00	\$
\$	13.55	\$ 18,211.20	\$	13.50	\$ 18,144.00	\$
\$	30.33	\$ 303.30	\$	33.00	\$ 330.00	\$
\$	7.35	\$ 852.60	\$	5.00	\$ 580.00	\$
\$	6.25	\$ 2,681.25	\$	3.75	\$ 1,608.75	\$
\$	8.00	\$ 1,296.00	\$	5.00	\$ 810.00	\$
\$	100.00	\$ 300.00	\$	55.00	\$ 165.00	\$
\$	1.10	\$ 3.30	\$	10.00	\$ 30.00	\$
\$	2.00	\$ 2.00	\$	330.00	\$ 330.00	\$
\$	15.40	\$ 385.00	\$	18.00	\$ 450.00	\$
\$	1.10	\$ 27.50	\$	1.00	\$ 25.00	\$
\$	3.30	\$ 333.30	\$	4.00	\$ 404.00	\$
\$	1.10	\$ 111.10	\$	1.00	\$ 101.00	\$
\$	5.12	\$ 9,640.96	\$	2.75	\$ 5,178.25	\$
\$	1.00	\$ 1,883.00	\$	1.00	\$ 1,883.00	\$
\$	140.00	\$ 1,820.00	\$	38.00	\$ 494.00	\$
\$	26.00	\$ 3,562.00	\$	12.00	\$ 1,644.00	\$
\$	31.00	\$ 992.00	\$	15.00	\$ 480.00	\$
\$	4,365.00	\$ 4,365.00	\$	3,200.00	\$ 3,200.00	\$
\$	450.00	\$ 450.00	\$	260.00	\$ 260.00	\$
\$	3,880.00	\$ 3,880.00	\$	2,800.00	\$ 2,800.00	\$
\$	755.00	\$ 2,265.00	\$	250.00	\$ 750.00	\$
\$	340.00	\$ 680.00	\$	300.00	\$ 600.00	\$
\$	725.00	\$ 725.00	\$	650.00	\$ 650.00	\$
\$	1,150.00	\$ 3,450.00	\$	675.00	\$ 2,025.00	\$

\$	810.00	\$	810.00	\$	1,100.00	\$	1,100.00	\$
		\$	170,662.06			\$	168,055.75	

MERKEY CONTRACTORS, INC. 3430 LUND AVE. MUSKEGON, MI 49442			TILES EXCAVATING, INC. 16958 144TH AVE NUNICA, MI 49448			EPIC EXCAVATING, INC. 1351 BRIARWOOD DR GRAND RAPIDS, MI 49508		
QTY	TOTAL PRICE	UNIT PRICE	QTY	TOTAL PRICE	UNIT PRICE	QTY	TOTAL PRICE	UNIT PRICE
11,880.00	\$ 11,880.00	\$	9,000.00	\$ 9,000.00	\$	24,500.00		
6.00	\$ 306.00	\$	12.00	\$ 612.00	\$	8.00		
6.00	\$ 384.00	\$	11.25	\$ 720.00	\$	15.00		
7.00	\$ 770.00	\$	11.75	\$ 1,292.50	\$	15.00		
2,660.00	\$ 17,556.00	\$	800.00	\$ 5,280.00	\$	2,600.00		
125.00	\$ 750.00	\$	200.00	\$ 1,200.00	\$	165.00		
745.00	\$ 745.00	\$	4,250.00	\$ 4,250.00	\$	150.00		
8.00	\$ 14,968.00	\$	13.50	\$ 25,258.50	\$	19.00		
2.00	\$ 100.00	\$	16.50	\$ 825.00	\$	20.00		
35.00	\$ 14,735.00	\$	36.50	\$ 15,366.50	\$	62.00		
62.50	\$ 3,750.00	\$	82.00	\$ 4,920.00	\$	99.00		
555.00	\$ 1,110.00	\$	350.00	\$ 700.00	\$	472.00		
1,560.00	\$ 6,240.00	\$	1,875.00	\$ 7,500.00	\$	2,500.00		
365.00	\$ 365.00	\$	415.00	\$ 415.00	\$	900.00		
525.00	\$ 2,100.00	\$	410.00	\$ 1,640.00	\$	700.00		
94.00	\$ 20,774.00	\$	112.75	\$ 24,917.75	\$	94.00		
100.00	\$ 22,100.00	\$	120.00	\$ 26,520.00	\$	100.00		
36.00	\$ 1,944.00	\$	68.00	\$ 3,672.00	\$	68.00		
11.50	\$ 15,456.00	\$	22.00	\$ 29,568.00	\$	16.00		
33.00	\$ 330.00	\$	72.00	\$ 720.00	\$	60.00		
4.00	\$ 464.00	\$	10.00	\$ 1,160.00	\$	7.00		
4.00	\$ 1,716.00	\$	8.00	\$ 3,432.00	\$	6.00		
4.00	\$ 648.00	\$	9.00	\$ 1,458.00	\$	7.00		
50.00	\$ 150.00	\$	90.00	\$ 270.00	\$	80.00		
0.50	\$ 1.50	\$	5.00	\$ 15.00	\$	1.00		
2,700.00	\$ 2,700.00	\$	1,500.00	\$ 1,500.00	\$	6,400.00		
16.00	\$ 400.00	\$	17.50	\$ 437.50	\$	16.00		
0.50	\$ 12.50	\$	5.00	\$ 125.00	\$	1.00		
3.00	\$ 303.00	\$	7.00	\$ 707.00	\$	3.50		
0.50	\$ 50.50	\$	5.00	\$ 505.00	\$	1.00		
3.90	\$ 7,343.70	\$	2.85	\$ 5,366.55	\$	3.00		
0.95	\$ 1,788.85	\$	1.75	\$ 3,295.25	\$	2.20		
77.50	\$ 1,007.50	\$	62.00	\$ 806.00	\$	110.00		
15.00	\$ 2,055.00	\$	18.50	\$ 2,534.50	\$	35.00		
25.00	\$ 800.00	\$	22.50	\$ 720.00	\$	56.00		
4,000.00	\$ 4,000.00	\$	4,397.78	\$ 4,397.78	\$	4,450.00		
230.00	\$ 230.00	\$	422.00	\$ 422.00	\$	1,075.00		
3,270.00	\$ 3,270.00	\$	3,946.75	\$ 3,946.75	\$	3,775.00		
420.00	\$ 1,260.00	\$	285.00	\$ 855.00	\$	580.00		
335.00	\$ 670.00	\$	395.00	\$ 790.00	\$	475.00		
555.00	\$ 555.00	\$	475.00	\$ 475.00	\$	690.00		
465.00	\$ 1,395.00	\$	450.00	\$ 1,350.00	\$	1,250.00		

1,050.00	\$	1,050.00	\$	850.00	\$	850.00	\$	1,700.00
	\$	168,233.55		\$		199,795.58		

AVATING
CLIFF DR SE
DS, MI 49456

TOTAL PRICE

\$	24,500.00
\$	408.00
\$	960.00
\$	1,650.00
\$	17,160.00
\$	990.00
\$	150.00
\$	35,549.00
\$	1,000.00
\$	26,102.00
\$	5,940.00
\$	944.00
\$	10,000.00
\$	900.00
\$	2,800.00
\$	20,774.00
\$	22,100.00
\$	3,672.00
\$	21,504.00
\$	600.00
\$	812.00
\$	2,574.00
\$	1,134.00
\$	240.00
\$	3.00
\$	6,400.00
\$	400.00
\$	25.00
\$	353.50
\$	101.00
\$	5,649.00
\$	4,142.60
\$	1,430.00
\$	4,795.00
\$	1,792.00
\$	4,450.00
\$	1,075.00
\$	3,775.00
\$	1,740.00
\$	950.00
\$	690.00
\$	3,750.00

\$ 1,700.00

\$ **245,684.10**

Date: March 26, 2019
To: Honorable Mayor and City Commissioners
From: Department of Public Works – Engineering
RE: H 91858 Muskegon Ave. and Webster Ave. Re-Paint

SUMMARY OF REQUEST:

To award contract (H 91858) for street pavement marking improvements along Muskegon Ave and Webster Ave.

One contractor submitted bids for this project as follows:

PK Contracting.\$24,761.46

FINANCIAL IMPACT:

\$24,761.46

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Award the project to the low bidder, PK Contracting.

BID TABULATION

City of Muskegon Egineering Department					Project Engineer: JDB Project Number: H91858 Project description: Muskegon Ave. & Webster Ave. Re-Paint	Date: 3/19/2019			
						Engineers Estimate		PK Contracting	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total		Unit Price	Total
1	1500001	Mobilization, Max	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,750.00	\$ 1,750.00	
2	8110039	Pavt Mrkg, Ovly Cold Plastic, 12 inch Cross Hatching, White	Ft	30	\$ 4.00	\$ 120.00	\$ 5.95	\$ 178.50	
3	8110070	Pavt Mrkg, Ovly Cold Plastic, Rt and Lt Turn Arrow Sym	Ea	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	
4	8110079	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	15	\$ 200.00	\$ 3,000.00	\$ 195.00	\$ 2,925.00	
5	8110153	Pavt Mrkg, Sprayable Thermopl, 4 inch, White	Ft	531	\$ 0.25	\$ 132.75	\$ 0.39	\$ 207.09	
6	8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	Ft	5,476	\$ 0.25	\$ 1,369.00	\$ 0.39	\$ 2,135.64	
7	8110343	Rem Spec Mrkg	Sft	3,161	\$ 2.00	\$ 6,322.00	\$ 2.95	\$ 9,324.95	
8	8117050	Pavt Mrkg, Ovly Cold Plastic, Parking Stall Marking, Type III, White, Mod.	Ea	200	\$ 50.00	\$ 10,000.00	\$ 20.00	\$ 4,000.00	
9	8117050	Pavt Mrkg, Ovly Cold Plastic, Parking Stall Marking, Type III, Blue, Mod.	Ea	8	\$ 75.00	\$ 600.00	\$ 20.00	\$ 160.00	
10	8120210	Pavt Mrkg, Longit, 6 inch or less width, Rem	Ft	6,492	\$ 0.75	\$ 4,869.00	\$ 0.59	\$ 3,830.28	
11								\$ -	
								\$ -	
Totals:								\$ 29,112.75	\$ 24,761.46

= apparent low bidder

Date: 3/26/2019
To: Honorable Mayor and City Commissioners
From: Department of Public Works
RE: Set Dry Storage User Fee (Catamaran)

SUMMARY OF REQUEST:

Set the dry storage user fee (catamaran) at \$995 per post. Posts will be offered on a first come, first served basis, and prior customers will be notified by letter that storage is again being made available. Environmental concerns including high water and impacts to critical dunes have eliminated our ability to provide storage at the water's edge. A small area near the volleyball courts has been identified as a location that could accommodate these boats. 10 posts will be offered on a trial basis for the 2019 season only. No catamaran storage can be provided at Harbour Towne Beach.

FINANCIAL IMPACT:

Revenue generated by sale of storage area.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approve the fee for dry storage.

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



26 Feb, 2019

Dear Catamaran Owner:

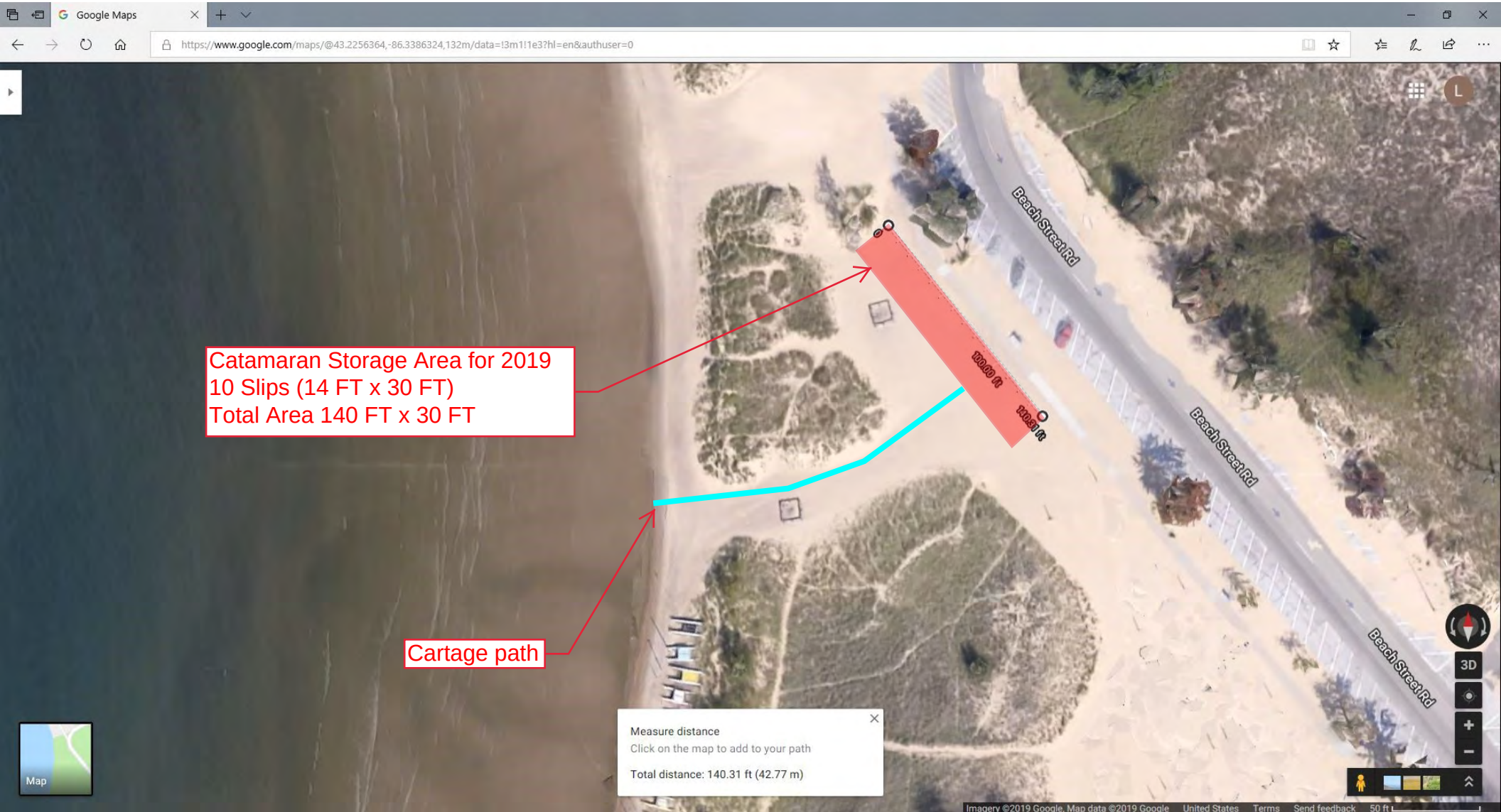
The City of Muskegon is pleased to announce that beginning (*insert start date here*) applications for seasonal Catamaran dry storage will be accepted.

Due to environmental concerns, dry storage cannot be accommodated at the water's edge, and will no longer be allowed at Harbour Towne Beach. The city is offering 10 posts in a new location at Pere Marquette for the 2019 season as a pilot. Our ability to offer this type of storage in the future is not guaranteed. Please see the attached map outlining the area for dry storage.

Pricing for posts will be set at \$995 for the season and will be offered on a first come, first served basis. If you are interested in obtaining a post for your Catamaran in the 2019 season, please contact the city at 231-724-4100.

Sincerely,

Doug Sayles
Highway Superintendent
City of Muskegon
231.724.4100



Catamaran Storage Area for 2019
10 Slips (14 FT x 30 FT)
Total Area 140 FT x 30 FT

Cartage path

Measure distance
Click on the map to add to your path
Total distance: 140.31 ft (42.77 m)

Date: 3/26/2019
To: Honorable Mayor and City Commissioners
From: Department of Public Works
RE: City Hall – Chiller Unit

SUMMARY OF REQUEST:

Authorize staff to direct Trane to complete repairs to the City Hall air conditioning system in the amount of \$8,208.00.

Repairs were identified during the fall shut down period that were required to ensure the system is operating efficiently when restarted.

FINANCIAL IMPACT:

\$8,208.00

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to hire Trane to complete needed air conditioning system repairs.



TRANE



Trane U.S. Inc.
5005 Corporate Exchange Blvd SE
Grand Rapids, MI 49512
Phone: (616) 971-1400
Fax: (616) 971-1401

October 26, 2018

Terry Spyke

Muskegon City Hall
933 Terrace
MUSKEGON, MI 49443 U.S.A.
(231) 286-1994
terry.spyke@shorelinecity.com

Site Address:
Muskegon City Hall
933 Terrace
MUSKEGON, MI 49440
United States

ATTENTION: Terry Spyke

PROJECT NAME: Muskegon City Hall RTAA Chiller EXV upgrade

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

EQUIPMENT LIST

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA1104YF	U96D34249	

SCOPE OF SERVICE

Trane will furnish and install (2) new EXV upgrade kits, required control boards, connectors and wiring. Trane will solder in new EXV valve bodies, install the EXV heads and wire upgrade components. Trane will purge with nitrogen, leakcheck and evacuate the circuit to 200 microns. Trane will charge the unit with the existing R-22 and provide an additional 30 lbs of R-22 refrigerant. The unit will be started and tested for proper operation.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....8,208.00 USD

CLARIFICATIONS

1. Applicable taxes are included.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from October 26, 2018.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jeremy Langerak

Cell:

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:

Date: March 26, 2019

To: Honorable Mayor and City Commissioners

From: Department of Public Works - Filtration

RE: Procurement of Bubbler Control Panels

SUMMARY OF REQUEST:

Authorize staff to procure six new bubbler control panels from Commerce Controls to replace old panels at the Water Filtration Plant.

FINANCIAL IMPACT:

Existing bubbler control panels that provide level indication are old and failing. They are in need of replacement. Commerce Controls has provided instrumentation services at the plant for many years and they will procure parts, build six panels and ship for installation at the cost of \$44,730.00. Plant staff will install the panels.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorization for staff to procure bubbler control panels from Commerce Controls at a cost of \$44,730.00



Commerce Controls Incorporated

SYSTEMS INTEGRATORS

41069 VINCENTI COURT

NOVI, MICHIGAN 48375
www.commercecontrols.com

248-476-1442
FAX 248-476-6122

March 15, 2019

To: Sanjeev Mungarwadi

Ref: Water Filtration Plant Bubblers

CCI#18-433rev.1

Commerce Controls, Inc. is pleased to submit the following proposal to provide the Controls System Integration services and equipment deliverables for the above referenced project. Our proposal is in accordance with discussion with Muskegon filtration plant personnel.

SUMMARY CCI SCOPE OF WORK

CCI will provide the requested services and equipment for the Muskegon Water Filtration Plant.

SERVICES

In House Engineering:

Project Engineer: CCI's project engineer will be the primary point of contact and will direct internal resources in order to meet all schedule and contract requirements.

EQUIPMENT DELIVERABLES & SERVICES

Qty Description

6 NEMA 4X Stainless Steel Enclosed Bubbler Panels, including:

- > Pressure Transmitter
- > Valves
- > Fittings
- > Tubing
- > Regulator
- > Flow-Meter

PRICE EACH BUBBLER	\$7,455.00 Net Each
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Price Includes Tax and Freight

START-UP / CALIBRATION SERVICES

\$1,100.00 Per Day Required

Qty Description

1 NEMA 4X Stainless Steel Enclosure for Existing Bubbler

PRICE EACH BUBBLER	\$900.00 Net Each
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Price Includes Tax and Freight

Proposal Clarifications

1. CCI services and deliverables are limited to those specifically listed in this proposal.
2. A one (1) year warranty is included for services and equipment from the date of system final acceptance.

Financial Terms and Provisions

1. The proposal price is F.O.B. Shipping Points with **freight allowed** to the jobsite.
2. Payment Terms are Net 30 Days.
3. Our proposal is valid for 180 days from the date of this proposal.
4. We **have** included Michigan, sales tax.
5. We have not included the cost to provide Bid or Performance bonding for this project.

Commerce Controls, Inc. appreciates the opportunity to submit this proposal. Should you have any questions please contact this office at your convenience for additional clarification.

Respectfully Submitted,

Commerce Controls, Inc.

Eric Hine

Sales Engineer
Water & Wastewater Systems

(248) 522-0477 – Direct
(248) 476-6122 – Fax
(734) 751-2593 – Mobile

Date: March 20, 2019

To: City Commission

From: Finance Director

RE: Fifth Third Updated Account Resolution

SUMMARY OF REQUEST: The City has used Fifth Third Bank as our primary depositor bank since 2007. They are asking to update our Treasury Management Agreement and our Account Resolution. There have been many personnel changes at the City since the original agreements were signed.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the updated Account Resolution for Fifth Third Bank and authorize the Clerk to sign.



FIFTH THIRD BANK

38 Fountain Square Plaza
Cincinnati, Ohio 45263

Online Channel Access Agreement

This Online Channel Access Agreement ("*Agreement*") is between the undersigned "*Customer*" and Fifth Third Bank ("*Bank*") and is effective as of the later date executed by Bank and set forth on the Signature Page (the "*Effective Date*"). Capitalized terms shall have the meaning provided in this Agreement, including Section 16 below, or if not defined in this Agreement, the meaning provided in the Commercial Account Rules or the Master Treasury Management Agreement ("*MTMA*"), as applicable.

SECTION 1. CHANNEL SERVICES.

Section 1.1. Description. Channel Services enable access to, and electronic management of, the Services and Related Accounts that Bank provides. Bank reserves the right to add Channel Services, enhance the functionality and features of the Channel Services and extend the application of the Channel Services to other Services at any time without notice. Information provided through the Channel Services about a Related Account is provided "as is," changes frequently and is subject to updating, verification and correction. Information Customer obtains through a Channel Service is not the official record of the Related Account or any transaction unless otherwise specified. Bank assumes no responsibility for Customer's reliance on any Related Account or Service information subsequently updated, verified or corrected.

Section 1.2. Services and Implementation. Each of the Services is governed by the applicable Bank Agreements including this Agreement and as elected by Customer in the Implementation Materials. Nothing in this Agreement expands, changes, limits or restricts any of the respective obligations or rights of the parties under the applicable Bank Agreements. It is the intention of the parties that this Agreement and each Bank Agreement be construed and interpreted to give effect to the respective provision of each to the greatest extent practical. To the extent of any conflict between this Agreement and the Bank Agreements with respect to the Channel Services the terms of this Agreement shall control. If Bank is not a party to the Bank Agreement, Customer acknowledges and agrees that Bank is providing the Channel Services in conjunction with the provider of the Services under that Bank Agreement and consents to all access to the Services provided through this Agreement. Customer acknowledges and agrees that Bank may arrange for certain or all of the aspects of the Services, including software and processing to be performed or provided, by Processors engaged by Bank and that Customer shall have no rights or remedies against any such Processor for the Services, but only against Bank. Bank's Processors are obligated to comply with the confidentiality, privacy and security requirements of this Agreement. Bank is liable and solely responsible for the aspects of the Service provided by its Processors.

Section 1.3. Intellectual Property. Bank and its Processors or other third parties involved in providing the Channel Services (if any) own and exclusively retain any and all patent, trademark, copyright or trade secret rights (collectively referred to as "*Intellectual Property Rights*") and any related rights associated with the Channel Services and the software, design, functionality, processes, procedures, systems, know-how, inventions, sales materials, technical materials, Channel Documentation and other materials provided in connection with the Channel Services as well as the content and other works of authorship provided, displayed or published in connection with the Channel Services. Customer further acknowledges and agrees that Bank or its Processors or such other third parties, as the case may be, shall exclusively own all Intellectual Property Rights in and to any and all improvements, enhancements, derivative works, modifications, or developments made to or resulting from any of the foregoing, including those developed, worked on, learned, or conceived by Bank or its Processors in connection with providing the Channel Services to Customer, and Customer assigns any such rights to Bank or its designee. Customer's sole right is to use the Channel Services as provided in this Agreement.

Section 1.4. Availability. While Bank will use commercially reasonable efforts to have its Channel Services available at all times, one or more of the Channel Services may be



temporarily unavailable due to routine or unscheduled maintenance or upgrades, or the occurrence of unauthorized activity or other events or circumstances beyond Bank's control including economic and political events, periods of high volume, and system attacks and Bank's response to such events or circumstances. Customer agrees that Bank shall not be liable if a Channel Service is not available for use at any time.

Section 1.5. Third Party Software and Linked Sites. The Channel Services may provide the opportunity to use or access software or services that are not part of the Channel Services or Services ("*Third-Party Software*") and links to the websites of third parties ("*Linked Sites*") but are each provided by a third party other than a Processor ("*Third-Party Provider*"). Use of Third-Party Software and Linked Sites through links or otherwise is solely at Customer's election, risk and expense. Customer is responsible for obtaining and complying with the Third-Party Provider's license or terms of use. Except where we explicitly provided otherwise in a Bank Agreement or this Agreement, Bank does not endorse or assume any responsibility for any such Third-Party Software, Linked Site or for any obligation of the Third-Party Provider to Customer. Customer agrees that the Third-Party Provider (and not Bank) is solely liable and responsible to Customer for any content, services, any problems or claims with respect to the Third-Party Software or Linked Site including any security or data breach.

Section 1.6. Mobile Apps. Bank's Mobile Apps enable access to certain Channel Services through the use of a supported electronic wireless device, such as a smartphone or tablet device ("*Mobile Device*"). The Mobile App for Fifth Third Direct is available to Users that have been granted User Rights, some of which may only be enabled in the set-up and implementation process. Customer agrees that, where required, the acceptance by Users of software and terms of use associated with the acquisition of a Mobile App is authorized by Customer, and shall be binding upon Customer and each User. In addition to any fees disclosed by Bank to Customer for use of the underlying Channel Services or Services accessed through Mobile Apps, Customer and may incur charges from its telecommunications carrier for use of the Mobile App. Bank is not responsible for any such charges that Customer or Users may incur. The use of Mobile Apps presents unique risks in addition to those associated with the use of the Internet generally. Those risks include the potential loss or compromise of a Mobile Device with a Mobile App, the increased exposure to potential unauthorized access to communications and to malware and similar invasive software. Customer assumes all risks of using the Mobile Apps for the Channel Services any Services by all of its Users, and are responsible for managing the use and security of the Mobile Devices to combat these and other risks associated with mobile banking.

Section 1.7. Risks of Internet Use. Since the Internet is inherently unsecure and since there is a risk that data communications and transfers through the Channel Services may be subject to interruption, interception, failure, unavailability, delay or unauthorized access or dissemination ("*Failure Events*"), Bank agrees to take commercially reasonable steps to maintain the security of such data communications and transfers, including using encryption and other industry standard security features. Except where Bank fails to take such commercially reasonable steps, Bank shall not be liable for any Failure Events that occur, including any loss of privacy or data, or use by others of such data communications or transfers. Under no circumstances, shall Bank be liable for any Failure Events that occur prior to Customer or the User establishing a secure connection to Bank's authorized portal or after properly terminating that connection.

SECTION 2. PROCESS.

Section 2.1. Set Up and Implementation. Customer may elect to enable Channel Services for one or more Services through the corresponding Bank Agreement or this Agreement. In the set up process for a new or added Channel Service, Bank requires that Customer provide Bank with information necessary to establish the Channel Service and establish the User Rights of the Customer's Users, including those executing this Agreement and any Channel Service Schedule, and providing set up information to Bank. Bank may rely on the information provided to Bank by Customer in this process in establishing and providing the Channel Services to Customer. Any changes by Customer to the information provided to Bank must be made in writing and will not be effective until received by Bank has had a reasonable opportunity to act or such changes.

Section 2.2. Limited Use. Bank grants Customer, for Customer's internal business purposes solely in connection with a Service, a non-exclusive, non-transferable, limited and revocable right to use and access the Channel Services. Customer agrees to use the Channel Services only in connection with the Services for legitimate business purposes and only in accordance and in compliance with Applicable Law. Bank provides the Channel Services for the sole and exclusive benefit of Customer and Customer's Affiliates who become a party to this Agreement. Customer agrees not to access, or allow Users to access, the Channel Services from any country where such use or access is prohibited by United States sanctions regulations, Applicable Law or local law. If access to any software is provided through the Channel Services, Customer agrees not to download the software outside the United States. Any Vendor used by Customer in connection with the Channel Services or to whom Customer gives access to any Service including through the Channel Services is Customer's agent and not Bank's, and Customer is liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement and manage Related Account information, transmit Instructions and other directions and decisions to us and other online features as described in this Agreement or the Bank Agreement including any Security Procedures or operating requirements relating to the Channel Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

Section 2.3 Fees; Setoff. Fees associated with the Channel Services, if any, are specified in the applicable Channel Service Schedule, or as separately agreed by the parties in writing. In addition, Customer is subject to fees, interest and other charges as required under the applicable Bank Agreement. Customer and Users shall be responsible for any internet access or telecommunications charges they incur in connection with the use of the Channel Services including use of a Mobile Device. Customer agrees that, in the event Customer fails to pay the amount of fees due and owing under this Agreement, Bank may set off against an Account held by Customer at Bank to pay the amount of such fees, interest or charges (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account).

Section 2.4. Restrictions. Customer agrees that it will not, and will not allow its employees, contractors, agents or Vendors to, directly or indirectly: (a) decompile, reverse engineer, disassemble or otherwise attempt to derive source code or trade secrets relating to the Channel Services; (b) copy (except in the case of normal backups and archival copies), reproduce, or incorporate any portion of the Channel Services, or seek to circumvent any restrictions or measures controlling access to the Channel Services; (c) license, lease, encumber, distribute, resell, or otherwise transfer, co-brand, frame, or link any portion of the Channel



Services; or (d) adapt, modify, transform or create derivative works of, any aspect of the Channel Services (including the removal or alteration of any copyright, trademark or proprietary rights notice).

SECTION 3. CHANNEL ADMINISTRATION.

Section 3.1. Channel Administrator. The administrative features for the management of the Channel Services are controlled and managed by Customer's Channel Administrator(s). The Channel Administrator has broad authority to manage the Channel Services including the authority and responsibility to appoint additional Channel Administrators with the authority for one or more Services, which includes the authority to:

- select and configure features and Channel Services for Customer's specific requirements;
- designate and delete Users, and assign and administer User Rights (except where Bank specifically reserves this right to itself in a Channel Service Schedule or Bank Agreement);
- select and administer Security Procedures and User controls related to the Channel Services;
- enable use of Mobile Apps for Users for certain Services;
- accept and act on all communications from Bank regarding the Channel Services; and,
- designate itself as a User with rights to the Channel Services for some or all of the linked Services.

Customer understands that Customer may, at its option, enable multiple or separate Channel Administrators for each Service. If Customer has included Affiliates under this Agreement, Customer may designate separate Channel Administrators for each Affiliate and the Affiliate's Services or may have a common Channel Administrator for one or more Affiliates. The Channel Administrators (set up by Bank on Customer's instruction in the implementation process) may also have authority for Channel Services over all Affiliates.

Section 3.2. Designation and Authority. (a) Customer will appoint a person or persons to serve as the Channel Administrator or Channel Administrators in writing on a form or forms Bank requires in the implementation process or if Customer does not then have an acting Channel Administrator. Customer agrees to not permit the sharing of Credentials or the use of any Credentials except by the person authorized by Customer or the Channel Administrator.

(b) The Channel Administrator has complete authority to manage Customer's use of the Channel Services including enabling User Rights. As part of the set up and implementation process, Bank will provide the Channel Administrator designated by Customer with its initial sign-on credentials and establish the Services to which he or she shall have access. The Channel Administrator must then establish its own password. Customer is solely responsible for maintaining the privacy and security of the Credentials once established and for any use of the Channel Services and Services associated with those Credentials.



(c) The Channel Services may allow the Channel Administrator to set transaction limitations, establish controls, develop templates, manage Credentials (other than User IDs provided by Bank) and utilize security features for the Channel Services. Failure to properly implement and manage limitations, controls, and security features increases the risks of, and Customer's exposure to, unauthorized transactions.

(d) Customer may have the option to require "*Dual Control Administration*," meaning that the approval of a second Channel Administrator is required to verify the designation and authorization of a User. Bank recommends that Customer elect to require Dual Control Administration. Bank will rely on the authority of the Channel Administrator and Users designated by the Channel Administrator until Bank receives written notice of a change from an authorized representative of Customer that Customer will be using Dual Control Administration and Bank has had a reasonable opportunity to act on and approve the notice.

SECTION 4. SECURITY AND SECURITY PROCEDURES.

Section 4.1. Effect. Access to Channel Services is subject to Security Procedures that Bank establishes with Customer. All use of the Channel Services through the Security Procedures will be deemed to have been authorized by Customer. Each direction, message or other instruction sent to Bank through the Channel Services by a User using the User's Credentials and applicable Security Procedures will be treated by Bank as authorized and shall bind Customer. Customer is responsible for the accuracy, completeness and timeliness of all such instructions sent through the Channel Services. The Security Procedures are not designed to detect errors in any communications to Bank or other use of the Channel Services. Use of the Services by Users themselves may be subject to the same or additional Security Procedures as required by the Bank Agreement or this Agreement. Bank may update its requirements with respect to Credentials by giving Customer notice through the applicable Users and Channel Administrator.

Section 4.2. Safeguarding the Security Procedures. Customer agrees to maintain the security and confidentiality of the Security Procedures and Implementation Materials. Customer's failure to protect the confidentiality and integrity of the Security Procedures may enable an unauthorized person to use the Channel Services and access Customer's Related Accounts and data, and transfer funds from Related Accounts. Customer must notify Bank as soon as reasonably possible if there has been a breach of its security, or any Security Procedure have been lost, stolen, misused or compromised. Customer should contact its relationship manager, Bank's customer support services or contact person indicated in the Channel Documentation. If a User is no longer authorized, Customer is responsible for terminating that User's User Rights. Bank may suspend the Channel Services if Bank believes the security of the Channel Services has been compromised.

Section 4.3 Customer Responsibilities. In addition to using and protecting the Security Procedures, it is Customer's responsibility to: (a) institute and use current and reasonable measures to mitigate the risks associated with the access to and use of the Channel Services and Services; (b) institute and enforce effective policies and procedures to control the use of the Channel Services, and ensure that its personnel use the Channel Services only as authorized and within the limits of their permission or authority; and (c) carefully monitor the activities of the Users using the Channel Services for compliance with this Agreement and Customer's internal control policies and require Users to maintain the safety and confidentiality of their Credentials



including by regularly changing their passwords. In addition to taking these measures, Customer acknowledges that Bank offers certain tools designed to assist Customer in controlling the incidence of unauthorized use of the Channel Services. If Customer chooses not to implement Customer Measures, and the proper use of that Service or Customer Measure could reasonably have prevented a Loss due to the incidence of fraud, or unauthorized activity Customer shall hold the Bank harmless for such Losses that could have reasonably been prevented.

Section 4.4. Customer Systems. Customer is responsible for having and maintaining functioning hardware, software, infrastructure, mobile and other communication devices, Internet access and service and information technology systems including reasonable and current security features and protections (collectively "*Customer Systems*") necessary for use with the Access Channels and for meeting the technical specifications set forth in the Channel Documentation. Customer is responsible for any malfunction, compromise, security breach or other misuse or problems with the Customer Systems and for the information transmitted and received through the Customer Systems.

Section 4.5. Additional Authentication. Bank has no duty to monitor Customer's use of the Channel Services. Bank may, however, in its discretion, apply a variety of techniques and programs that may trigger a requirement for a User to respond to an email or message from Bank to provide additional authentication before permitting certain actions of the User including a change in User's profile and certain transactions. Users will not be able to complete the desired actions until additional authentication is provided. Customer is not entitled to rely on these programs or techniques as a substitute for its own internal control of the activities of its Users.

SECTION 5. ELECTRONIC COMMUNICATIONS; CONSENT.

The parties agree that this Agreement and the Bank Agreements are entered into on an interstate basis and agree that those Agreements and Services and Channel Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format or other electronic method. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information including information that Bank is required by Applicable Law to provide to Customer in writing via electronic means (including through a Channel Service.) Electronic communications include commercially reasonable electronic communications methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile phone text, and posting through a Channel Service). This is Customer's consent to receive account statements and other notices from Bank electronically. Bank's records as to the executed Agreement shall be controlling. Bank may, however, require that Customer deliver an original of this Agreement with a manual original signature.

SECTION 6. NOTIFICATIONS.

Section 6.1. Establishment. Users are required to accept certain administrative emails and text notifications and may elect to receive certain other email or text notifications relating to an activity, status or action relating to their Channel Services and any Services including for additional authentication Bank may require (all such emails and texts, "*Notifications*"). The Notification feature is set up by each User and depends on the User specifying a valid and current



email address or phone number. Customer consents to the sending of email and text notifications to Users, including to any Mobile Devices and through any Mobile App, and understands that such messages could result in charges to the Users or Customer for such messages from the carriers of such messages.

Section 6.2. Informational Use. Notifications are provided for Customer's and User's information and convenience only. Notifications do not constitute a Bank record and are not intended as a substitute for proper account management or regular use of Bank's account management or other information related Services.

Section 6.3. Delivery Risks. Notifications may be delayed or prevented by a variety of circumstances beyond Bank's control. Bank does not guarantee the delivery of any Notifications. Notifications are sent via the Internet or wireless networks without being encrypted or otherwise coded in any way. Bank will not be liable in any way for non-delivery, delayed or wrong delivery of Notifications, the content in Notifications, or Customer's use of, or reliance on, the absence of any Notification for any purpose. Replies to a Notification are not permitted and will not be read or acted upon.

SECTION 7. BANK REPRESENTATIONS AND WARRANTIES.

Bank represents and warrants to Customer that: (a) Bank's duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by Bank of this Agreement has been authorized by all necessary corporate and governmental action; (c) the person(s) signing this Agreement is duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) execution and performance of this Agreement and provision of the Channel Services does not violate any Applicable Law, Bank's bylaws or any material agreement by which Bank is bound. No descriptions or specifications constitute representations or warranties of any kind. Bank is acting as an independent contractor in providing the Channel Service and not as Customer's agent or as a fiduciary. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY ACCESS CHANNELS OR CHANNEL SERVICES OR OUR PERFORMANCE OF ANY SERVICES OR THE CHANNEL SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 8. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants to us that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement including each Channel Service Schedule and the Implementation Materials has been authorized by all necessary entity and governmental action; (c) the person or persons signing this Agreement including each Channel Service Schedule and the Implementation Materials on Customer's behalf is (are) duly authorized to do so; (d) this Agreement including each Channel Service Schedule represents Customer's legal, valid and binding obligation; (e) the execution and performance of



this Agreement including each Channel Service Schedule, and the use of the Channel Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; and (f) each transaction Customer conducts, and each account Customer has with Bank is conducted or maintained for a business or commercial purpose and not a personal, family or household purpose. Customer reaffirms these representations and warranties each time it executes a Channel Service Schedule and each time it uses a Channel Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

SECTION 9. COMPLIANCE

This Agreement and the use and provision of the Channel Services are subject to all Applicable Law. Each party agrees to comply with Applicable Law in using or providing the Channel Services, as the case may be. Customer agrees to comply with the requirements of the Channel Documentation provided for the Channel Services.

SECTION 10. LIMITATION OF LIABILITY.

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CHANNEL SERVICE SCHEDULE OR BANK AGREEMENT, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT OR ANY CHANNEL SERVICE PROVIDED BY BANK, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM. IN THE CASE OF ANY CONFLICT BETWEEN ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT INCLUDING A CHANNEL SERVICE SCHEDULE, OR A BANK AGREEMENT, THE BROADER LIMITATION SHALL CONTROL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Customer further agrees, to the maximum extent permitted by law, that Bank's liability to Customer arising from any Channel Service will be limited to actual monetary damages that are the direct result of Bank's negligence or willful misconduct. Notwithstanding the forgoing, for any Instructions that are Payment Orders which are governed and subject to UCC Article 4A, Bank is liable only for damages required to be paid under UCC Article 4A. In addition to the forgoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for (a) any act or omission of Customer's officers, employees or agents, or of any third party (other than Bank's Processors), (b) any failure to act by Bank if Bank reasonably believed taking the omitted action would have violated Applicable Law, or (c) any interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access Channel that is not the result of Bank's gross negligence or willful misconduct. Customer is also subject to any further limitations of liability set forth in an applicable Channel Service Schedule or Bank Agreement.

SECTION 11. INDEMNIFICATION OBLIGATIONS

Section 11.1. Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses, liabilities, damages, actions, claims, demands and expenses including court costs and reasonable attorneys' fees and expenses ("Losses") resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement or any Channel Service Schedule; (b) Customer's violation of Applicable Law in connection with any Channel Service or this Agreement; (c) Customer's use of the Channel Services and Bank's complying with or carrying out any instruction or other direction given to Bank in accordance with this Agreement or a Channel Service Schedule; or (d) a claim or action of a third party Provider or Vendor. Customer is not, however, obligated to indemnify Bank or hold Bank harmless for any Loss directly resulting from Bank's gross negligence or willful misconduct.

Section 11.2. Bank. To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend or settle at its expense any action brought against Customer to the extent that it is based on a claim that a Channel Service as used by Customer in accordance with this Agreement directly infringes a U.S. copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Customer's expense in the defense or settlement; and (d) at Bank's request, gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

SECTION 12. TERM AND TERMINATION.

Section 12.1. Term. This Agreement is effective as of the Effective Date and shall remain in effect until terminated by either party as provided in this Agreement; provided, that in the event any Bank Agreement or Service is terminated then the Corresponding Access Channel or Channel Service Schedule will also be terminated, but without terminating this Agreement. This Agreement or any Channel Service Schedule may be terminated by either party at any time by giving thirty (30) days' prior written notice of termination to the other party.

Section 12.2. Bank Termination. Bank may terminate this Agreement or terminate or suspend any or all of the Channel Services immediately if (a) Customer breaches a material obligation under this Agreement or violated any Applicable Law in connection with the Channel Services or any other material agreement with Bank; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion based on reasonable evidence such that Bank believes Customer is likely to be unable to perform its material obligations to Bank; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of any of the Channel Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, cause Bank to violate Applicable Law or any requirement, policy or directive of any regulatory authority, or would subject us to an unacceptable risk of loss or material security risk.

Section 12.3. Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement, (b) securely destroy (or return to Bank if requested by Bank) at Customer's expense all Channel Documentation, Security Procedures, and related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Channel Services.

Section 12.4. Survival. Termination of the Channel Service or this Agreement does not relieve or release Customer's payment obligations for any Channel Service or Service Bank provides before and after the Channel Service or this Agreement is terminated, nor does it release Customer or Bank from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of the Channel Services or this Agreement.

SECTION 13. FORCE MAJEURE.

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including without limitation, fire, casualty, lockout, strike, unavoidable accident, failure of the internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally.

SECTION 14. MISCELLANEOUS.

Section 14.1. Entire Agreement. This Agreement together with the applicable Channel Service Schedule and Channel Services provisions of the Bank Agreements (if any), applicable terms of use of any Mobile Apps (if any) constitutes the complete and exclusive statement of the agreement between the parties with respect to the Channel Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Channel Services. If there is a conflict between this Agreement and a Bank Agreement, the terms of this Agreement shall control to the extent necessary to resolve the conflict. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer, except for any Processors.

Section 14.2. Amendment. This Agreement including any Channel Service Schedule may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement including any Channel Service Schedule by giving Customer written notice. If Customer or a User uses or accesses the applicable Channel Services after the expiration of thirty (30) days of the giving or posting of such notice (or a later effective date specified in such notice or posting), Customer is bound by this Agreement including Channel Service Schedule as so modified. Notwithstanding the foregoing, if a modification to this Agreement or any Channel Service Schedule is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank or is, in Bank's sole good faith opinion, necessary to preserve or enhance the security of the Channel Services or update the functionality (including if required by a Processor), Bank may modify this Agreement including any Channel Service

Schedule by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon Bank giving such notice.

Section 14.3. Assignment. Customer may not sell, assign or transfer any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign its rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving Bank or its parent company, or the sale or transfer of all or substantially all of Bank's assets or stock, or (b) in connection with the sale or other disposition involving a line of business to which this Agreement relates. Bank will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

Section 14.4. Governing Law; Venue; Waiver of Jury Trial. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Channel Services shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 14.5. Notices. Except as otherwise specifically provided in the Service Terms, Channel Service Schedule, Channel Documentation or the Implementation Materials with respect to a particular Channel Service, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform or Access Channel, each of which Customer agrees will be considered "in writing." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (i) when received, if sent by overnight courier or hand delivery; (ii) three (3) days after sending, if sent by U.S. Mail; or (iii) when sent or posted, if provided via email or posting to the Bank's online platform.

Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Services or Service Terms requested by Customer (each, a "Change Request") must be submitted in a form acceptable to the Bank. No Change Request will become operative or effective until the Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

Section 14.6. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Section 14.7. Severability. If performance of the Channel Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law to which Bank is subject, then this Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such

provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Section 14.8. Headings. Headings are for reference purposes only and are not part of this Agreement.

Section 14.9. Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

SECTION 15. AFFILIATES.

Section 15.1. Joinder. By executing this Agreement, Customer (as indicated on the Signature Page and for purposes of this Section the "Initial Customer"), each Affiliate of Customer listed below on the Signature Page (if any), and Bank agrees that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as, "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Customer, that Affiliate and Bank.

Section 15.2. Representation. Initial Customer represents, warrants and covenants to Bank that (a) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, (b) and the individual signing on behalf of the Initial Customer is duly authorized to execute this Agreement on behalf of each Affiliate, and (c) that each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

Section 15.3. Role of Initial Customer; Responsibility. Each Affiliate agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire or check), executing Implementation Materials, terminating the Agreement, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates.

Section 15.4. Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures and Credentials provided by Bank to the Initial Customer shall be used to use the Services. As such, each Affiliate acknowledges and agrees that (i) Bank may rely on and act on any and all communications and Instructions it receives through Channel Services using the Security Procedures and Credentials assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (ii) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (iii) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its



Security Procedures. Each Affiliate and Initial Customer understands and agrees that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 15.5. Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, including obligations for fees and charges, indemnification obligations, in any case that any payment to Bank by an Affiliate is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding. Initial Customer agrees to pay any and all such amounts upon demand by Bank.

SECTION 16. DEFINITIONS.

"Access Channels" means Fifth Third Direct, the Mobile Apps and other websites or portals, and direct access that Bank makes available to its commercial, business and financial institution customers. Bank's Access Channels do not include portals or other means of access that may be provided by or available through a third party and clearly marked as such.

"Account" or "Accounts" means one or more commercial demand deposit accounts at Bank that is maintained or controlled by Customer.

"Affiliate" means any entity that is directly or indirectly controlled by the Customer through ownership of at least a majority of the equity interests of, or holding voting control over, such entity.

"Agreement" includes the Online Channel Access Agreement, the applicable Channel Service Schedule and all Channel Documentation.

"Applicable Law" means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

"Bank Agreements" means each of the separate written agreements (including the MTMA), account documentation, notes, related agreements and other documents and instruments in effect between Customer and Bank and which govern the applicable Service. Customer may be required to enter into an agreement with a third party service provider that enables Bank to provide Channel Services to Customer.

"Business Day" means any other day other than a Saturday, Sunday, holiday or other day on which the Bank is required or permitted to be closed.

"Channel Administrator" means each individual appointed by Customer as the Customer administrator for Channel Services on the Implementation Materials or other written instruction.



“Channel Documentation” means the online or text manual and user guides Bank provides to Customer that contain technical specifications, instructions and guides for using a Channel Service.

“Channel Service Schedule” means a schedule or addendum executed by Bank and Customer that expressly refers to or incorporates this Agreement (including the applicable Bank Agreements) and sets forth the features, functionality and other aspects of the Channel Service available to Customer for a particular Service.

“Channel Services” means, collectively, the Access Channels and the services, functionality, content and features available for use with or through the Access Channels as more particularly set forth in this Agreement and the applicable Channel Service Schedule or Bank Agreement (but not including the Services themselves).

“Credentials” means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software, that the Channel Administrator and Users use or apply in order to access the Channel Services.

“Customer Measures” means those commercially reasonable procedures to prevent fraud, misuse and unauthorized use of Related Accounts that are implemented, maintained and enforced by Customer.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Designated Account” means a demand deposit, savings, lease, loan, commercial card, transaction or investment account with Fifth Third Bank or other provider of the applicable Service in Customer’s name or to which Customer or any of its Affiliates has been granted access by express authority of the account owner that has been authorized by Customer for access through a Channel Service.

“Implementation Materials” means any documents that facilitate the use of a service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically.

“Instruction” means a Payment Order or other instruction for a wire transfer, electronic funds transfer, ACH Entry (as defined in the Operating Rules), file, batch release or other message, instruction or direction to Bank.

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Mobile Apps” means the applications or “apps” Bank makes available and authorize for downloading by Customer and Users on Mobile Devices.



“Operating Rules” means the Operating Rules and Operating Guidelines of the National Automated Clearinghouse Association, the Electronic Check Clearing House Organization Rules, and the rules of any other national or regional clearinghouse, payment card association (e.g., MasterCard Incorporated), or payment network in effect from time to time and in which Bank participates and uses to provide Services.

“Payment Order” has the meaning ascribed thereto in Article 4A of the UCC.

“Processors” means any third-party processors engaged by Bank to provide any part of the Services.

“Security Procedures” means the Credentials, call back protocols, and other systems or procedures provided by Bank or its Processors for authenticating Instructions, transactions and the use of a Channel Service.

“Services” has the meaning set forth in the applicable Bank Agreement.

“Service Terms” means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including any Implementation Materials or otherwise incorporated herein.

“UCC” or “Uniform Commercial Code” means the Uniform Commercial Code, as enacted in the State of Ohio.

“User Rights” means the entitlements and other rights provisioned by the Channel Administrator or Bank to a User, subject to any restrictions imposed by the Channel Administrator or Bank (including rights to certain types of Channel Services, dollar amount, account and transaction type limitations, Channel Services and approval processes) with respect to some, all or a defined set of the Channel Services.

“Users” means personnel, or sets or types of personnel including the Channel Administrator, whose User Rights have been established in accordance with this Agreement.

“Vendor” means any third party service provider used by Customer in connection with the Services or to whom Customer give access to any Service, including through an Access Channel or the Channel Services.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER NAME:	FIFTH THIRD BANK
CITY OF MUSKEGON _____	By: _____
Tax ID: 386004522 _____	Print Name: _____
By: _____	Print Title: _____
Print Name: _____	Date: _____
Print Title: _____	

Note: If required by resolution, second officer of Customer must sign below

By: _____
Print Name: _____
Print Title: _____

Signing as a duly authorized officer or agent of each of the Affiliates listed below

By: _____
Print Name: _____
Print Title: _____

This Agreement includes the following Affiliates:

Affiliate Name:	Tax ID No.:
_____	_____
_____	_____
_____	_____



FIFTH THIRD BANK

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

Master Treasury Management Agreement

This Master Treasury Management Agreement ("*MTMA*" or, in this document, this "*Agreement*") is by and between the undersigned "*Customer*" and Fifth Third Bank ("*Bank*") and is effective when and as of the later date executed by Bank as indicated on the Signature Page to this Agreement (the "*Effective Date*"). Unless defined in this Agreement, including in Section 26 below, capitalized terms shall have the meaning provided in the Online Channel Access Agreement or Commercial Account Rules, as applicable.

Master Treasury Management Agreement March 2018_v 0.1.0.docx
April 2018



SECTION 1. BANK SERVICES

Section 1.1. Service Terms. Customer desires to obtain, and Bank agrees to provide the Services as provided in this Agreement more specifically described and governed by the applicable Service Terms. In the event of a direct conflict between the Service Terms and this Agreement, the Service Terms will control. If there is a conflict between this Agreement and the Commercial Account Rules, the provisions of this Agreement prevail to the extent necessary to resolve the conflict. Customer acknowledges and agrees that Bank may arrange for certain or all of the aspects of the Services, including software and processing to be performed or provided by a Processor and that Customer shall have no rights or remedies against any such Processor for the Services, but only against Bank. Bank's Processors are obligated to comply with the confidentiality, privacy and security requirements of this Agreement. Bank is solely liable and responsible for the aspects of the Service provided by its Processors to the same extent if Bank has performed or failed to perform the Service, and Customer agrees not to bring any claim or cause of action against a Provider and only against Bank.

Section 1.2. Customer Use. Customer may request a Service by any means Bank approves ("*Service Request*"). By using the Service, Customer acknowledges and agrees it has received a copy of the Service Terms for that Service, the Service Terms apply to Customer's use of the Service and the Service Terms are incorporated into, and made a part of, this Agreement. Any reference to this Agreement shall be deemed to include the applicable Service Terms. Neither party is bound by or subject to the Service Terms for any Service Customer does not use. Bank provides the Services for the sole and exclusive benefit of Customer, and if Bank approves in writing, Customer's Affiliates. Any Vendor used by Customer is Customer's agent and not Bank's, and Customer is liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement including any Security Procedures or operating requirements relating to the Services; and (b) all fees, costs and expenses owed to each Vendor for its services.

Section 1.3. Accounts. Customer shall at all times have and maintain with Bank one or more Accounts for use in connection with a Service and maintain in such Account a sufficient collected balance to pay for Customer's use of, and transactions in, such Accounts, including fees and expenses payable to Bank. The Commercial Account Rules apply to your use of the Account in connection with a Service and together with this Agreement govern the Services.

SECTION 2. ONLINE CHANNEL ACCESS AGREEMENT

Customer is required to enter into and maintain an Online Channel Access Agreement in effect between Customer and Bank in order to use and access the Services (the "OCA"). The OCA in effect from time to time governs the Access Channels and Channel Services (each as defined in the OCA) used to access the Services where applicable. The Channel Services



available in connection with these Services include the ability to view and manage Account information, transmit Instructions, Payment Orders and other directions and decisions to us and other online features as described in this Agreement or the Service Terms.

SECTION 3. CUSTOMER INFORMATION

Section 3.1. Service Information; Implementation. Customer agrees to provide all information that Bank reasonably requires in order to set up and provide the Services to Customer. Customer (a) represents and warrants that all information provided or to be provided to Bank by Customer's representatives on the Implementation Forms or otherwise is true and correct, and (b) agrees to provide any additional information that Bank may be reasonably required to begin, or continue providing, the Services. Any changes by Customer to the information provided to Bank must be made in writing and will be effective after Bank has had a reasonable opportunity to act on the changed information.

Section 3.2. Personnel. Bank is entitled to rely upon the accuracy and authenticity of all Instructions, information and authorizations received from an officer or authorized employee or representative of Customer (an "*Authorized Agent*") and those purporting to be of an Authorized Agent. Customer agrees to notify Bank immediately of any change in the status of an Authorized Agent. Customer acknowledges that Bank may require a reasonable time period before Bank acts upon any such change. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to Bank confirming the individual's authority.

SECTION 4. FEES AND TAXES

Customer agrees to pay Bank the fees and charges for Services as provided to Customer in writing and in effect from time to time as billed by Bank, and fees and charges for any requested or required special service or handling (collectively, the "*Fees*"). Customer is responsible for all taxes attributable to its use of the Services or this Agreement (excluding taxes based on Bank employees, property or net income). Bank may periodically amend its Fees, however, such changes will not be effective against Customer until thirty (30) days after Customer has been notified of such changes in writing. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due.

SECTION 5. INSTRUCTIONS

Each Instruction that is sent to Bank electronically in accordance with this Agreement including the applicable Service Terms shall be considered to be an original writing and to have been signed by an Authorized Agent. Customer is solely responsible for the accuracy and completeness of each Instruction or communication sent to Bank. Any communication Customer sends to Bank will not be effective until Bank actually receives it and has had a reasonable opportunity to act upon it.



SECTION 6. BANK REPRESENTATIONS AND WARRANTIES

Bank represents and warrants to Customer that: (a) Bank is duly organized, validly existing, and in good standing in the jurisdiction in which Bank is organized; (b) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental action; (c) the persons signing this Agreement on Bank's behalf are duly authorized to do so; (d) this Agreement represents Bank's legal, valid and binding obligation; and (e) Bank's execution and performance of this Agreement and Bank's provision of the Services do not and will not violate any Applicable Law, Bank's articles of association or bylaws or any material agreement by which Bank is bound. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT OR IN THE APPLICABLE SERVICE TERMS, BANK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO ANY SERVICE OR BANK'S PERFORMANCE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 7. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Bank that: (a) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified except where the failure to be so qualified would not have a material adverse effect on Customer; (b) the execution, delivery and performance by Customer of this Agreement, the Related Agreements and Implementation Forms and the use of the Services have been authorized by all necessary entity and governmental action; (c) the persons signing this Agreement, the Related Agreements and Implementation Forms on Customer's behalf are duly authorized to do so; (d) this Agreement represents Customer's legal, valid and binding obligation; (e) the execution and performance of this Agreement and the use of the Services do not and will not violate in any material respect any Applicable Law, Customer's entity governing documents, or any material agreement by which Customer is bound; (f) each Account Customer maintains with Bank, and all use of the Services, is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose, and (g) the use of the Services does not and will not subject Bank, or Bank's Processors, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) or otherwise. Customer reaffirms these representations and warranties each time it uses a Service and agrees to promptly notify Bank if any representation or warranty made by Customer is no longer true.

SECTION 8. SECURITY PROCEDURES; OPERATING PROCEDURES

Section 8.1. Establishment. Access to some Services requires the use of Security Procedures, including for Services obtained through an Access Channel and use of the applicable Credentials. The Security Procedures verify the origin and authenticity of Instructions and communications sent to Bank. Where permitted, Customer will select from



the Security Procedures for a particular Service from those offered and recommended by Bank in the set-up process for that Service, and agrees to implement changes to the Security Procedures issued by Bank as needed. Customer agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to Customer's intended use of the applicable Services. The Security Procedures are not designed to detect errors in any Instruction to Bank.

Section 8.2. Verification. If Bank accepts and acts in good faith on a Payment Order issued to Bank in Customer's name and in accordance with the Security Procedures and any written agreement between Customer and Bank, the Payment Order is effective as Customer's Payment Order whether or not it is authorized, and Customer is bound by it in accordance with Applicable Law and the terms of this Agreement, including the applicable Service Terms. Any other Instruction communicated to Bank in Customer's name in compliance with the Security Procedures and all access to and use of Services and Channel Services using the Security Procedures are considered authorized by Customer.

Section 8.3. Funds Transfers. In connection with the use of Bank's wire transfer, ACH and other electronic funds transfer Services, Bank recommends that Customer establish an approval protocol appropriate for Customer's particular circumstances (including the type, amount and frequency of such transactions) to prevent unauthorized transactions. If Customer does not establish and require adherence to an approval protocol for such funds transfers or if Customer selects a "no approval" option, Customer assumes the risks of all transactions that could have been prevented by requiring such protocol or approval. Funds transfers involving only internal electronic funds transfers between Accounts may not be subject to all of the Security Procedures required for external electronic funds transfers.

Section 8.4. Credentials. Access to some Services may require the use of certain Credentials. Proper use of the Credentials is part of the Security Procedures for these Services. The use of the Credentials is subject to any terms of use or license accompanying the Credentials as applicable, and may only be used as and where delivered to Customer and only for the purpose of accessing Services. The Credentials and the related technology, documentation and materials at all times remain the Bank's or its Processor's property.

Section 8.5. Authority. The Security Procedures are in addition to and do not limit, revoke or affect the authority of any person (whether by course of dealing or otherwise) to transmit Instructions in Customer's name. Bank may continue to rely upon such authority and Bank is authorized to act upon Instructions received from persons acting pursuant to such authority. Customer is bound by any authorized Payment Order or other Instruction, and by use of the Channel Services by authorized personnel.

Section 8.6. Other Applications. As part of to the Security Procedures, Bank applies software and other programs and processes ("*Additional Programs*") to select certain Instructions for further review and verification by Customer. The application of these Additional Programs may delay the processing of Instructions or other transactions until Bank obtains such verification. Bank will use reasonable efforts to obtain such verification, provided; that Customer understands and agrees that Bank has no obligation to use or comply



with any such Additional Programs, and Customer agrees that these additional procedures are NOT a substitute for proper Account controls and management on its part.

Section 8.7. Bank is not responsible for its refusal to act upon or delay in processing any Instruction that does not comply with this Agreement or the applicable Service Terms, or as a result of its properly following the Security Procedures or applying Additional Programs.

Section 8.8. Safeguarding the Security Procedures. In addition to Customer's use of the Bank's Security Procedures, Customer agrees to (a) maintain the complete security and confidentiality of the Security Procedures, and (b) institute and use prudent internal security procedures and practices to control access to the Services and use of the Security Procedures. Customer's failure to protect the confidentiality of the Security Procedures may enable an unauthorized person to use the Services and access Customer's Accounts and data. Customer must notify Bank immediately if there has been a breach of its security, or any Security Procedure has been lost, stolen, misused or compromised.

SECTION 9. COMPLIANCE

This Agreement and the use and provision of Services are subject to all Applicable Law, rules, regulations and other laws, including without limitation, the UCC, and Operating Rules. Both parties agree to be bound by the Operating Rules where applicable and to comply with Applicable Law in using or providing the Services, as the case may be.

SECTION 10. LIMITATION OF LIABILITY

CUSTOMER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT IN ADDITION TO ANY OTHER LIMITATION ON BANK'S LIABILITY IN THIS AGREEMENT OR THE OCAA, IN NO EVENT WILL BANK (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES OR AGENTS) BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES, EXPENSES, INJURY, COSTS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, SAVINGS, TIME, DATA, GOODWILL AND OPPORTUNITIES, ATTORNEYS' FEES, AND COURT AND OTHER DISPUTE RESOLUTION COSTS) THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGE AND REGARDLESS OF THE TYPE OF CLAIM.

Bank's liability to Customer arising from any Service or this Agreement will be limited to Customer's actual monetary damages that are the direct result of Bank's negligence or willful misconduct. Notwithstanding the foregoing, for Payment Orders which are governed and subject to UCC Article 4A, Bank is liable only for damages required to be paid under UCC Article 4A. In addition to the foregoing limitation, in the instance of any overbilling by Bank that is timely reported by Customer as required by this Agreement, Bank's liability shall not exceed the amount overbilled by and paid to Bank by Customer. In no instance shall Bank be responsible or liable for (a) any act or omission of Customer's officers, employees or agents, or of any third party (other than Bank's Processors), (b) any failure to act by Bank if Bank



reasonably believed taking the omitted action would have violated Applicable Law, or (c) any interception of information relating to the Customer or its transactions as a result of Customer's use of the Internet or other Access Channel or the Channel Services that is not the result of Bank's gross negligence or willful misconduct.

SECTION 11. INDEMNIFICATION OBLIGATIONS

Section 11.1. Customer. To the fullest extent not prohibited by Applicable Law, Customer agrees to indemnify and hold Bank and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all Losses resulting directly or indirectly from, or arising in connection with: (a) Customer's breach of any of Customer's agreements, representations, warranties or covenants in this Agreement, the Service Terms or any other Related Agreement; (b) Customer's violation of Applicable Law; or, (c) Customer's use of the Services and Bank complying with or carrying out any Instruction or other direction given to Bank in accordance with this Agreement. Customer is not, however, obligated to indemnify Bank for any Losses directly resulting from Bank's gross negligence, willful misconduct, or bad faith.

Section 11.2. Bank. To the fullest extent not prohibited by Applicable Law, Bank agrees to indemnify and defend at Bank's own expense or settle any action brought against Customer to the extent that it is based on a claim that Customer's use of a Service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that Customer: (a) promptly notifies Bank in writing of such claim; (b) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (c) reasonably cooperates with Bank at Bank's expense in the defense or settlement; and (d) gives Bank sole control and authority over all aspects of the defense or settlement of such claim.

SECTION 12. BANK RECORDS.

Bank records as to this Agreement and Related Agreements, Services and transactions using the Services shall be controlling in the event of any conflict with Customer's records. Customer authorizes Bank (but Bank is not obligated) to record electronically and retain telephone conversations between Customer and Bank. Imaging and electronic records will be retained by Bank, and copies of such records will be available at Customer's request and expense, until such records are disposed of in accordance with Bank's then current policies and procedures.

SECTION 13. CONFIDENTIALITY, PRIVACY AND SECURITY

Section 13.1. Customer. Subject to Customer's duties under Applicable Law, Customer agrees to keep confidential and not disclose to any third party (other than its agents) Bank's fees and charges, Service Terms including User Guides, software, non-public Service features and other proprietary information and systems Bank and its Processors provide and disclose in connection with the Services. Customer acknowledges the exclusive ownership by Bank or



its Processors of such information, and agrees to use such information solely for purposes of using the Services.

Section 13.2. Bank. Bank acknowledges that non-public information Bank obtains from Customer in connection with providing a Service to Customer may be confidential. Bank has implemented policies, procedures, and controls to safeguard Customer information in accordance with Applicable Law and regulatory guidelines.

SECTION 14. ACCOUNT MANAGEMENT

Section 14.1. Customer Information Review. Customer is responsible for monitoring its use of Bank's Services and all activity in its Accounts with Bank including individual transactions. Information regarding transactions with the Services is reported on Customer's periodic Account statement and is also available with one or more Services. Customer agrees to: (a) regularly review the Account information that Bank makes available to Customer; (b) promptly review the Account statements that Bank sends to Customer; and (c) notify Bank as soon as reasonably possible of any error, unauthorized transaction or other similar matter but, in any case, not more than thirty (30) calendar days after the information is so made available or sent to Customer (90 days in the case of information relating to Bank fees). If Customer fails to notify Bank of any such error or other similar manner within such 30 or 90-day period, as applicable, of the date on which such information is sent by Bank or otherwise made available to Customer, then Customer shall be precluded from asserting such error or discrepancy against the Bank. Notwithstanding the forgoing, Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of such time periods.

Section 14.2. Loss Prevention. Bank offers a variety of Services and other tools designed to assist Customer in reducing or stopping the incidence of fraud and unauthorized activity in Customer's Accounts including positive pay, ACH transaction control, disbursement control, information reporting and Account Management Services. To the extent Customer chooses not to use one of these Services or features or implement Customer Measures, and the proper use of that Service or Customer Measure could reasonably have prevented a Loss due to the incidence of fraud, or unauthorized activity, Customer shall hold the bank harmless for the amount of such Losses that could have been reasonably prevented.

Section 14.3. Account Information. Depending upon the Service features that Customer selects, Customer will have access to Account and transaction information on a prior day or intraday basis, or both. Account information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer's reliance on any Account or Service information reported on an intraday or prior day basis subsequently updated, verified or corrected.

SECTION 15. OVERDRAFTS

Bank may delay or refuse to process any item, transaction or Instruction including applicable fees or charges that would result in an Overdraft (as defined in the Commercial Account



Rules) in Customer's Account. Bank processes Items and other debits to Customer's Account in the order described in the Commercial Account Rules provided to Customer governing the Customer's Accounts with Bank. If Bank decides in its discretion to process an item, transaction or Instruction despite the Overdraft, Customer agrees to reimburse Bank immediately for: (a) the full amount of any Overdraft or shortfall created by that item, transaction or Instruction; (b) all Overdraft fees and charges; (c) interest on the amount of the Overdraft or shortfall for the day the Overdraft or shortfall was created and for each following day until the Overdraft or shortfall has been paid; and (d) all Losses Bank incurs in collecting from Customer the Overdraft, or any fees, charges or interest relating to it.

SECTION 16. TRANSACTION LIMITS

If Bank in good faith determines that: (a) providing any Service to Customer could reasonably be expected to result in a violation of any Applicable Law or a material loss to Bank, (b) Bank is entitled to terminate the applicable Service under the "*Termination*" section of this Agreement (with or without the lapse of time or notice), or (c) Customer is in default under this Agreement or any Related Agreement, Bank may limit Customer's transaction volume or dollar amounts, refuse to execute transactions, or terminate that Service to Customer. In addition, Bank may restrict or limit the types of Instructions Customer may send to Bank for processing or execution. Bank will, to the extent not restricted by Applicable Law, promptly communicate decisions regarding such restrictions to Customer. Bank reserves the right to limit transaction volume or dollar amounts in any other circumstances, provided Bank gives Customer prior notice of any material limitation or decrease in previously communicated limitations. Customer agrees to provide Bank, upon its request from time to time, with such financial information and statements and other documentation as Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk.

SECTION 17. BANK RIGHT OF SETOFF; SECURITY INTEREST

Bank has the right to obtain payment of any unpaid amount owed to Bank under this Agreement or any Related Agreement by setting off and debiting any of Customer's Accounts or accounts with any of Bank's affiliates at any time (excluding any Account expressly titled to clearly demonstrate that the Account is held by Customer in a fiduciary or representative capacity for a third party such as, for example, a custodial Account) for the amount owed. Bank's rights are limited to the extent of limitations and restrictions imposed by Applicable Law. Customer grants to Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of Bank's affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

SECTION 18. FORCE MAJEURE

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement directly resulting from causes beyond such party's reasonable control, including



without limitation, fire, casualty, lockout, strike, unavoidable accident, failure of networks, the Internet or telecommunications systems, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally; provided, however, that Customer shall not be relieved of its responsibility for timely performance of any of its payment obligations to Bank.

SECTION 19. TERM AND TERMINATION

Section 19.1.Term. This Agreement shall remain in full force and effect until terminated by either party as provided in this Agreement. Either party may terminate this Agreement or any Service at any time by giving thirty (30) days' prior written notice of termination to the other party.

Section 19.2.Bank. Bank may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer breaches a material obligation under this Agreement or Related Agreement, violated any Applicable Law or the Operating Rules in connection with the Services or any Related Agreement; (b) Customer becomes insolvent, is placed in receivership or is adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (c) Customer's financial condition has become materially impaired in Bank's good faith opinion that Customer is likely to be unable to perform its material obligations to Bank; (d) any person or group acting in concert that is not a controlling stockholder of Customer on the date of this Agreement acquires, directly or indirectly (whether by merger, stock purchase or issuance, recapitalization, reorganization or otherwise), a majority of Customer's outstanding equity interests; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in Bank's good faith opinion, violate Applicable Law or any requirement of any regulatory authority or subject Bank to an unacceptable risk of loss or material security risk.

Section 19.3.Effect. Upon any termination of this Agreement, Customer shall: (a) promptly pay to Bank all sums due or to become due under this Agreement; (b) securely destroy or immediately return (if required by the Service Terms) to Bank at Customer's expense, the Security Procedures (if applicable), and all related Implementation Materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from Bank or otherwise; and (c) have no further right to make use of the Services.

Section 19.4.Survival. Termination of a Service or this Agreement does not relieve or excuse Customer's payment obligations for any Services that Bank provides to Customer before or after the Service or this Agreement is terminated, nor does it release Customer or Bank from any of Bank's respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement relating to the parties' warranties, representations, confidentiality or non-disclosure obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of a Service or this Agreement.



SECTION 20. ENTIRE AGREEMENT

This Agreement, together with any Related Agreements constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any prior or contemporaneous agreements between the parties with respect to such Services. Nothing in this Agreement confers a right or benefit on any person or entity other than Bank and Customer.

SECTION 21. AMENDMENT

Section 21.1. Generally. This Agreement, including the Service Terms, may be modified by a written agreement executed and signed by the parties. Bank may, however, modify this Agreement, including the Service Terms, by giving Customer thirty (30) calendar days' prior written notice. If Customer continues to use any Service or the affected Service, as the case may be, after the expiration of the thirty-day period or a later effective date specified in such notice, Customer is bound by the Agreement or Service Terms as the case may be, as so modified.

Section 21.2. Regulatory. Notwithstanding the foregoing, if a modification to this Agreement or the Service Terms is required by or under Applicable Law or by a regulatory authority with jurisdiction over Bank, Bank may modify this Agreement or the Service Terms by giving Customer notice of the modification by any means permitted by Applicable Law, and the modification will be effective immediately upon Bank giving such notice.

SECTION 22. ASSIGNMENT

Customer may not sell, assign or transfer, or grant a security interest in any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign its rights and obligations under this Agreement in whole or in part without Customer's consent (a) pursuant to, or in connection with any merger, consolidation or amalgamation involving Bank or its parent company, or the sale or transfer of all or substantially all of Bank's assets or stock, or (b) in connection with the sale or other disposition involving a line of Bank's business to which this Agreement relates. Bank will use reasonable efforts to notify Customer of any such assignment. Customer expressly reserves its right to terminate any or all Services in the event of any such transaction.

SECTION 23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This Agreement and any claims or disputes relating to or arising out of this Agreement or the Service shall exclusively be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of law principles, and with applicable federal laws and regulations. Customer irrevocably submits to the nonexclusive jurisdiction of the courts of the state and federal courts located in Hamilton County, Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. EACH PARTY HERETO EXPRESSLY, IRREVOCABLY, KNOWINGLY AND VOLUNTARILY

WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

SECTION 24. MISCELLANEOUS

Section 24.1.No Extension of Credit. Except as expressly provided in the applicable Service Terms, nothing in this Agreement or any Related Agreement requires Bank to extend any credit of any type (including, but not limited to any Overdraft), even if Bank has done so in the past.

Section 24.2.Notices. Except as otherwise specifically provided in the Service Terms, including the Implementation Materials with respect to a particular Service, notices under this Agreement shall be provided in writing by nationally recognized overnight courier, hand delivery or email. The Bank also reserves the right to provide notice to Customer electronically via email or posting to the Bank's online platform, each of which Customer agrees will be considered "*in writing*." The address for notices to Customer will be the address the Bank has in its records with respect to this Agreement or the particular Service, as applicable. The address for notices to Bank will be as the Bank specifies to Customer in writing, including in the Implementation Materials. Notices shall be deemed effective: (i) when received, if sent by overnight courier or hand delivery; (ii) three (3) days after sending, if sent by U.S. Mail; or (iii) when sent or posted, if provided via email or posting to the Bank's online platform.

Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Services or Service Terms requested by Customer (each, a "*Change Request*") must be submitted in a form acceptable to the Bank. No Change Request will become operative or effective until the Bank has had an opportunity to review and respond to such Change Request, which the Bank agrees to do within a reasonable period of time.

Section 24.3.Information and Audit. In order for Bank to comply with its obligations under Applicable Law and the Operating Rules, upon Bank's request Customer agrees to: (i) provide the records Customer maintains with respect to Customer's use of Services as required by Applicable Law, the Operating Rules, and this Agreement, (ii) provide internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures, and (iii) permit the Bank (including its regulators and auditors) reasonable access during normal business hours to audit Customer's (including Customer's Vendors) compliance with the terms of this Agreement, Applicable Law and the Operating Rules.

Section 24.4.Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Section 24.5.Severability. If performance of Services in accordance with the terms of this Agreement would result in a violation of any Applicable Law, then this Agreement and any Related Agreement shall be deemed amended to the degree necessary to comply with such Applicable Law, and Bank shall incur no liability to Customer as a result of such violation or



amendment. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Section 24.6. Headings. Headings are for reference purposes only and are not part of this Agreement.

Section 24.7. Waiver. No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of the other party's obligations under this Agreement operate as a waiver of any prior, current or subsequent breach. No waiver will be effective unless made in writing.

Section 24.8. Electronic Execution and Consent. The parties agree that this Agreement, the Related Agreements and any Service Terms are entered into on an interstate basis and agree that the Agreement and Services are subject to the Electronic Signatures in Global and National Commerce Act and may be executed and delivered by facsimile, electronic mail in PDF or similar format or other electronic method and that the copies or counterpart signature pages so sent shall be treated and have the same force and effect as delivery of an original with a manual signature. Customer agrees and consents that Bank may, at its option, send to Customer any record, notice, disclosure, account statements and other information via electronic means (including through a Channel Service), including information that Bank is required by Applicable Law to provide to Customer in writing. Electronic communication methods include methods Bank employs that deliver visual text or images to be displayed on a computer or mobile device screen (such as e-mail, SMS or other mobile phone text, and posting through a Channel Service). Customer consents to receive account statements and other notices from Bank electronically. Bank may, however, require that Customer deliver an original of this Agreement and any Related Agreement with a manual original signature.

SECTION 25. AFFILIATES

Section 25.1. Joinder. By executing this Agreement, Customer, each "Affiliate" of Customer listed below (if any), and Bank agrees that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as a "Customer." Additional Affiliates can be added through an addendum to this Agreement in the form required by Bank and executed by Customer and Bank.

Section 25.2. Affiliate Representation, Warranty and Covenant. An "Affiliate" of Customer is any entity that is directly or indirectly controlled by the Customer indicated on the Signature Page (for purposes of this Section, the "Initial Customer") through ownership of at least a majority of the equity interests of, or holding voting control over, such entity. Initial Customer represents, warrants and covenants to Bank that (a) each entity signing this Agreement as an Affiliate meets the definition of Affiliate and shall continue to meet such definition as long as the entity receives or uses the Services, (b) the individual signing on



behalf of the Initial Customer is duly authorized to execute this Agreement on behalf of each Affiliate, and (c) that each Affiliate hereby agrees to be bound by the terms of this Agreement for the use of the Services.

Section 25.3. Role of Initial Customer; Responsibility. Each Affiliate hereby authorizes Initial Customer, and Bank may rely on Initial Customer's authority, to act as agent for such Affiliate in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating transactions (i.e., ACH, wire or check), executing Implementation Materials, terminating the Agreement, agreeing to modifications and amendments to the Agreement, adding new Affiliates, and receiving notices under the Agreement (which will be effective against the Customer, even if such notices and communications are sent only to Initial Customer); any and all such actions by the Initial Customer shall be binding on the Affiliates. Each Affiliate agrees that it is responsible for the payment of fees or maintenance of required balances for the Services that it receives from Bank, and for all obligations and liabilities it incurs.

Section 25.4. Single Channel Access. Initial Customer and any Affiliate acknowledge and agree that the Security Procedures provided by Bank to the Initial Customer shall be used to use the Services. As such, each Customer acknowledges and agrees that (a) Bank may rely on and act on any and all communications and Instructions it receives through a Access Channel using the Security Procedures assigned to the Initial Customer and Bank's reliance shall not constitute negligence or willful misconduct or bad faith, (b) each Customer shall be bound by such use of the Services and any Instructions (including funds transfers) and liable for any transactions debiting the Account of the Affiliate, and (c) Bank shall have no liability or responsibility for notifying any Affiliate with which Initial Customer shares its Security Procedures. Each Affiliate and Initial Customer understands and agrees that use of the Services and any transactions affecting each Affiliate's Accounts may be reflected on the records of Bank as initiated by the Initial Customer.

Section 25.5. Guarantee. Initial Customer unconditionally and irrevocably guarantees to Bank the full and prompt payment and performance by each Affiliate of all obligations they or any of them may incur under this Agreement, including obligation for fees and charges, indemnification obligations, in any case that any payment to Bank by an Affiliate is set aside, rescinded or otherwise required to be returned in any bankruptcy or similar proceeding. Initial Customer agrees to pay any and all such amounts upon demand by Bank.

SECTION 26. DEFINITIONS

"Account" or "Accounts" means one or more commercial demand deposit accounts at Bank that is maintained or controlled by Customer.

"Affiliate" means any entity that is directly or indirectly controlled by Customer through ownership of at least a majority of the equity interests of, or holding voting control over such entity.



“Applicable Law” means all applicable federal and state laws, rules and regulations as in effect from time to time governing or relating to the Agreement or the Services, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the Office of Foreign Assets Control of the U.S. Treasury Department.

“Business Day” means any day other than a Saturday, Sunday, holiday or other day on which the Bank is not required or permitted to be closed.

“Commercial Account Rules” means the agreement provided to Customer and governing Customer’s Accounts.

“Credentials” means the user name, personal identification numbers, identification codes, passwords and other identifying and authentication inputs, security token or authentication device, equipment or software that the Customer uses to access the Services.

“Cutoff Time” means the time on any Business Day when Bank will no longer accept Instructions or process transactions (including Payment Orders) for that Business day and any such Instructions received after such time, if accepted, and transactions processed on that day will be processed as of the next Business Day.

“Implementation Materials” means any documents that facilitate the use of a service, specifications, set-up and sign-up forms provided by Bank, and those completed and submitted by Customer, including electronically.

“Instruction” means a Payment Order, other wire transfer instruction, ACH Entry, (as defined in the Operating Rules), file, batch release and other message or instruction or direction to Bank.

“Losses” means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.

“Operating Rules” means the rules, regulations and operating guidelines of the National Automated Clearinghouse Association and those of any regional clearinghouse, payment card association (e.g., MasterCard Incorporated.), or payment network (e.g., ECCHO) in effect from time to time used by Bank to provide the Services.

“Payment Order” has the meaning ascribed thereto in Article 4A of the UCC.

“Processors” means any third-party processors engaged by Bank to provide any part of the Services.

“Related Agreements” means the Service Terms, Service Requests, Account Rules, Account fees and charges, the OCAA, and any resolution or other document establishing



Customer's authority to engage in the Services and open Accounts with Bank and appoint individuals as Authorized Representatives.

"Security Procedures" means the Credentials, call-back protocols, and other systems or procedures provided by Bank or its Processors for authenticating Instructions, transactions and use of the Services.

"Service Terms" means the terms and conditions for the Services provided by Bank to Customer under this Agreement, including any Implementation Materials or otherwise incorporated herein.

"Services" means the treasury management services described in this Agreement, the OCAA and the Service Terms or otherwise incorporated herein.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code, as enacted in the State of Ohio.

"Vendor" means any third-party service provider used by Customer in connection with the Services or to whom Customer give access to any Service, including through an Access Channel or the Channel Services.

[Signature Page Immediately Follows]



In Witness, Whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CUSTOMER NAME:	FIFTH THIRD BANK:
<u>CITY OF MUSKEGON</u>	<u></u>
Tax ID: <u>386004522</u>	Print name: <u></u>
By: <u></u>	Print title: <u></u>
Print name: <u></u>	Date: <u></u>
Print title: <u></u>	

NOTE: If required by resolution, second officer of Customer must sign below

By:

Print name:

Print title:

Signing as a duly authorized officer or agent of each of the Affiliates listed below:

By:

Print name:

Print title:

This Agreement includes the following Affiliates:

Affiliate Name:	Tax ID No.:
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>



FIFTH THIRD BANK

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS		
Name of Authorized Person:	Title of Authorized Person:	Specimen Signature of Authorized Person:
1. Elizabeth A. Lewis	Finance Director	<i>Elizabeth A. Lewis</i>
2. Kenneth Grant	Asst Finance Director	<i>Kenneth Grant</i>
3. Sarah Petersen	Treasurer	<i>Sarah E. Petersen</i>
4. Ann M. Meisch	City Clerk	
5. Franklin J. Peterson	City Manager	
6. Michael VanderMolen	Finance Manager	<i>Michael VanderMolen</i>

Orkata Bailey Director of Community & Neighborhood Services

****EXECUTION PAGE FOLLOWS****



FIFTH THIRD BANK

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Governmental Entity:

Exact Name of Governmental Entity: _____

Acting under the laws of: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note: a "Governmental Entity" includes any federal, state, county or municipal governing body or entity, or any of their respective branches, departments, agencies, or divisions.



FIFTH THIRD BANK

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the "Official") of the governing body or governmental entity identified below (the "Governmental Entity");

I am duly authorized to make the following certifications to you; and

The following resolutions ("Account Resolutions") were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts ("Accounts") be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules ("Banking Agreements") each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security; and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit,



FIFTH THIRD BANK

confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("*Banking Services Financing Agreements*") each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled "*Authorized Persons*" appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an "*Authorized Person*" and for purposes of certain Banking Agreements, an "*Authorized Agent*") is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- **Accounts and Agreements.** Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- **Payment Instructions.** Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- **Implementation and Setup.** Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set-up, implementation and security procedures relating to the services selected; and,
- **Authorization.** Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;

AGENDA ITEM NO. _____
CITY COMMISSION MEETING March 26, 2019

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: March 21, 2019

RE: First Amendment to the Lumberjacks Lease

SUMMARY OF REQUEST:

City staff is requesting approval of the attached amendments to the Lumberjack's lease. The changes are within the original spirit of the agreement approved by the commission, but do provide more clarity as we seek to increase sponsorship and lease revenues.

FINANCIAL IMPACT:

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

To authorize the Clerk and Mayor to sign the lease.

COMMITTEE RECOMMENDATION:

None.

First Amendment to Shared Use Agreement

This First Amendment to Shared Use Agreement ("Amendment") dated effective July 1, 2019, is entered into between the **City of Muskegon**, a municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and **WC Hockey, LLC**, an Michigan limited liability company, of 13854 Simone Drive, Shelby Township, MI 48315 ("Lumberjacks") (collectively, the "Parties") with reference to the following facts:

Background

The Parties entered into a certain Shared Used Agreement dated Effective July 1, 2019 ("Agreement"), and desire to amend the Agreement as set forth below.

Therefore, the Agreement is amended as follows:

1. **Paragraph 3. Term.** Paragraph 3 is deleted in its entirety and replaced with the following:

Term; Early Termination. The term of this Agreement shall be two years beginning July 1, 2019 – June 30, 2021 with the Lumberjacks, at their sole discretion, having three (3), five-year options (each an "Option Term"). Each option must be exercised on or before six months before the expiration of the then-current term. Beginning with the first Option Term, Lumberjacks shall be permitted to terminate this Agreement six months before the expiration of the then-current year.

2. **Paragraph 12 (a). Shared Sponsorships.** Paragraph 12 (a) is deleted in its entirety and replaced with the following:

Shared Sponsorships. The Lumberjacks shall have the exclusive rights to sell all sponsorship opportunities related to the Arena. Notwithstanding the foregoing, the City retains the right to pursue sponsorship opportunities related to the sale of food products and all other beverages EXCEPT malt beverages and soft drinks from the concession areas location within the Arena. The Lumberjacks and the City agree to split 50/50 any and all net revenue from the 9 sponsorship packages included in Exhibit C. This split also includes any additional sponsorship or promotional opportunities related to the Arena that may arise in the future.

3. **Paragraph 14 (c). Additional Lease Space, Future Restaurants, Pubs or Retail Space.** Paragraph 14 (c) is deleted in its entirety and replaced with the following:

Additional Lease Space, Future Restaurants, Pubs or Retail Space. The City anticipates leasing space for two additional restaurants, pubs or retail spaces along the Western Ave. side of the Arena ("Additional Venues"). To the extent this occurs, the City and the Lumberjacks shall work together prior to the execution of any new restaurant leases, Shared Use Agreements or rental arrangements to ensure that they contain provisions that protect both the City and the Lumberjacks from being adversely impacted by such tenancy. Issues that are anticipated to be addressed would include, but not be limited to: (a) patrons of tenants in the Additional Venues having access to the Arena during games on Lumberjacks Hockey Dates or during any Additional Events; (b) prohibiting the sale of any products during games on Lumberjacks Hockey Dates or during any Additional Events at a price lower than is being charged in the Arena for those same products, etc.

The parties acknowledge and agree that the business operations at the Additional Venues during Lumberjack Hockey Dates or Additional Events will reduce concession sales within the Shared Space that would otherwise be realized and shared between the Lumberjacks and the City pursuant to this Agreement. The parties agree to work together in good faith to quantify the amount of sales realized by the Additional Venues during Hockey Game Dates and Additional Events and mutually agree upon a percentage or flat fee that shall be paid to the Lumberjacks.

4. **Entire Agreement.** This Amendment contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

5. **Counterparts/Electronic Signature.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, will be deemed an original, but all such counterparts will constitute one and the same Amendment. Any signature delivered by a party by fax or email will be deemed to be an original signature.

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

The Parties hereto have executed this Agreement on the dates set forth below.

Lumberjacks – WC Hockey, LLC

By: _____
Name: Daniel L. Israel
Title: Manager
Date: March __, 2019

City – City of Muskegon

By: _____
Name: Franklin Peterson
Title: City Manager
Date: March __, 2019

By: _____
Name: Ann Meisch
Title: City Clerk
Date: March __, 2019

Commission Meeting Date: March 26, 2019

Date: March 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing – Establishment of a Commercial Redevelopment District – 351 W Western Ave

SUMMARY OF REQUEST:

Pursuant to Public Act 255 of 1978, as amended, 351 Phase II, LLC has requested the establishment of a Commercial Redevelopment District. The creation of the district will allow the building owner to apply for a Commercial Facilities Exemption Certificate, which will provide a 50% reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Establishment of the Commercial Redevelopment District.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE CREATION OF A COMMERCIAL REDEVELOPMENT DISTRICT
351 W Western Ave**

WHEREAS, pursuant to PA 255 of 1978, the City of Muskegon has the authority to establish "Commercial Redevelopment Districts" within the City of Muskegon at request of a commercial business enterprise or on its own initiative; and

WHEREAS, 351 Phase II, LLC has filed a written request with the clerk of the City of Muskegon requesting the establishment of the Commercial Redevelopment District for an area in the vicinity of 351 W Western Ave located in the City of Muskegon hereinafter described; and

WHEREAS, the City Commission of the City of Muskegon determined that the district meets the requirements set forth in section 5 of PA 255 of 1978; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district as required by section 5(3) of PA 255 of 1978; and

WHEREAS, on March 26, 2019 a public hearing was held and all residents and taxpayers of the City of Muskegon were afforded an opportunity to be heard thereon; and

WHEREAS, the City of Muskegon deems it to be in the public interest of the City of Muskegon to establish the Commercial Redevelopment District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon that the following described parcel(s) of land situated in the City of Muskegon, County of Muskegon, and State of Michigan, to wit:

Unit B Downtown Muskegon Development Center No. 1, a Condominium, according to the Master Deed recorded in Liber 3702, Page 204, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 160, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and described in Act 59 of the Public Acts of 1978 as amended

Adopted this 26th Day of March 2019

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on March 26, 2019.

Ann Meisch
Clerk

Commission Meeting Date: March 26, 2019

Date: March 21, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Public Hearing – Issuance of a Commercial Facilities Exemption Certificate – 351 Phase II, LLC

SUMMARY OF REQUEST:

Pursuant to Public Act 255 of 1978, as amended, 351 Phase II, LLC has requested the issuance of a Commercial Facilities Exemption Certificate for their project at 351 West Western Ave. The certificate provides a 50% reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax, for the commercial portion of the development. The company will be investing \$3,221,802 in the commercial space, which qualifies them for an abatement of 10 years.

FINANCIAL IMPACT:

The certificate provides a 50% reduction in the number of mills levied as ad valorem taxes, excluding the State Education Tax.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Issuance of the Commercial Facilities Exemption Certificate

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF A COMMERCIAL FACILITIES EXEMPTION CERTIFICATE
351 Phase II, LLC

WHEREAS, the City of Muskegon legally established the Commercial Redevelopment District, Unit 7(b) District, after a public hearing held on March 26, 2019; and

WHEREAS, the state equalized value of the property proposed to be exempt plus the aggregate state equalized value of property previously exempt and currently in force under Public Act 255 of 1978 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total state equalized value of the City of Muskegon; and

WHEREAS, the application was approved at a public hearing as provided by section 6(2) of Public Act 255 of 1978 on March 26, 2019; and

WHEREAS, 351 Phase II, LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 3(3) of Public Act 255 of 1978; and

WHEREAS, 351 Phase II, LLC had provided answers to all required questions under Section 6(1) of PA 255 of 1978 to the City of Muskegon; and

WHEREAS, the City of Muskegon requires that the construction, restoration or replacement of the facility shall be completed by May 9, 2019; and

WHEREAS, the Commercial Facilities Exemption Certificate is granted for a period of ten (10) years and no extensions will be allowed; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur more than 45 days prior to the filing of the application for exemption; and

WHEREAS, the commencement of the construction, restoration or replacement of the facility did not occur prior to the establishment of the Commercial Redevelopment District; and

WHEREAS, the application relates to a construction, restoration or replacement program which when completed constitutes a new, replacement or restored facility within the meaning of Public Act 255 of 1978 and that is situated within a Commercial Redevelopment District established under Public Act 255 of 1978; and

WHEREAS, completion of the facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, create employment, retain employment and prevent a loss of employment in the community in which the facility is situated; and

WHEREAS, the restoration includes improvements aggregating 10% or more of the true cash value of the property at commencement of the restoration as provided by section 4(6) of Public Act 255 of 1978.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City Commission

Be and hereby is granted a Commercial Facilities Exemption for the real property, excluding land, located in Commercial Redevelopment District, Unit 7(b) District at 351 W Western Ave for a period of ten (10) years, beginning December 31, 2019, and ending December 30, 2028, pursuant to the provisions of PA 255 of 1978, as amended.

Adopted this 26th Day of March, 2019.

Ayes:

Nays:

Absent:

BY: _____
Stephen J. Gawron
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on March 26, 2019.

Ann Meisch
Clerk

General description of facility, proposed use and nature of construction



The proposed project is a new construction, 6-story mixed-use development at 351 W. Western Ave. in downtown Muskegon. The proposed plan includes approximately 5,500 S.F. of ground floor Retail space, 5,500 S.F. of office space on the 2nd floor, and 3 floors of residential market-rate apartments, totaling 15 units on floors 3-5, with a 6th floor restaurant. The unit mix will consist of eight 2 bedroom/1 bath units and 7 2 bedroom/2 bath units. Additional features of the project will include basement storage units, ground floor outdoor seating, and a second level outdoor terrace overlooking Western Ave. The building will be designed to meet LEED® Silver Standards, construction to be steel frame, concrete plank floors, and masonry exterior with construction to start June 2019.

Legal Description

Unit B Downtown Muskegon Development Center No. 1, a Condominium, according to the Master Deed recorded in Liber 3702, Page 204, as amended, in the Office of the Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 160, together with rights in general common elements and limited common elements as set forth in said Master Deed, and amendments thereto, and described in Act 59 of the Public Acts of 1978 as amended

Descriptive list of fixed building equipment that will be a part of the facility

Fixed HVAC equipment to be determined, first floor to include full restaurant commercial kitchen, floor two to be used as office space

Time schedule for undertaking and completing the construction

- Submit CRP Intake documentation to MEDC: Dec. 1, 2018
- Building Permit Submission: April 3, 2019
- Break Ground: June 30, 2019
- Occupancy: November 1, 2019

Statement of economic advantages expected from receiving the exemption

There is very strong local interest and support for the project. A letter of intent has already been signed for the entire first and second floors, as well as the 6th floor space from a prominent restaurateur. These businesses may not be financially feasible at the 100% millage rates levied in downtown Muskegon.

351 Phase II will follow phase I as a catalyst for development in downtown Muskegon by adding much needed market-rate rental housing, increasing the presence of local business, and contributing to the pedestrian character and density already being established along Western Ave. Adding high quality housing, commercial storefronts and office space to the downtown corridor will increase the walkability of the community by allowing residents to live, work and socialize all within their neighborhood. Our project, along with others in the planning phases, will help Muskegon reach the next level as a destination waterfront city. The businesses that have signed agreements in phase one will also create the equivalent of 25 full time jobs.



CLIFFORD BUCK CONSTRUCTION COMPANY INC.

500 Irwin Avenue

Muskegon, Michigan 49442

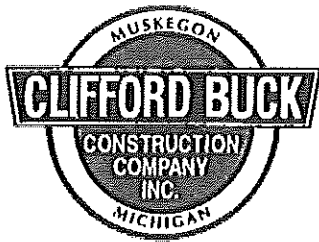
231-726-4913

Fax 231-728-7410

www.cliffordbuckconstruction.com

351 WEST WESTERN NEW SIX STORY BUILDING First, Second and Sixth Floor Preliminary Budget January 18, 2019

WORK ITEM	QUANTITY	UNIT COST	TOTAL	SUBTOTAL
DIVISION 3 - CONCRETE				68,380
Elevated Slabs	13720 s.f.	4.00	54,880	
Stair Pans	3 sets	4,500.00	13,500	
DIVISION 4 - MASONRY				391,500
Brick Veneer, 8" Block Stairways and Elevator Shaft	1 l.s.	391500.00	391,500	
DIVISION 5 - METALS				524,700
Balcony Handrails, Steel Stairs & Misc. Mr	1 l.s.	37200.00	37,200	
Steel Columns, Beams, Joist and Decking	1 l.s.	487500.00	487,500	
DIVISION 6 - CARPENTRY				71,063
Rough Carpentry	20850 s.f.	1.25	26,063	
Misc. Framing & Blocking	1 l.s.	3300.00	3,300	
Finish Carpentry	20850 s.f.	2.00	41,700	
DIVISION 7 - THERMAL & MOISTURE PROTECTION				32,298
Metal Panels and Trim	1 l.s.	25000.00	25,000	
Joint Sealants	20850 s.f.	0.35	7,298	
DIVISION 8 - DOORS & WINDOWS				183,675
3'x7' HM Door Frames	33 ea.	350.00	11,550	
3'x7' HM Doors	33 ea.	425.00	14,025	
Door Hardware	33 ea.	700.00	23,100	
Aluminum Entrances, Balcony Doors, Storefront, Glass & Glazing	1 l.s.	135000.00	135,000	
DIVISION 9 - FINISHES				722,783
Metal Stud Framing	34388 s.f.	4.50	154,746	
Insulate and Drywall	57812 s.f.	5.75	332,419	
Flooring - Common Area and Stairs	23850 s.f.	2.00	47,700	
Acoustical Ceilings	19271 s.f.	6.50	125,262	
Painting Walls & Ceilings	57816 s.f.	1.00	57,816	
Paint/Finish New Doors & Frames	33 ea.	80.00	2,640	
Misc. Painting & Touch up	1 l.s.		2,200	
DIVISION 14 - CONVEYING SYSTEMS				57,000
Elevator - One Elevator - 3 Floors	1 l.s.	57000.00	57,000	

**CLIFFORD BUCK CONSTRUCTION COMPANY INC.**

500 Irwin Avenue

Muskegon, Michigan 49442

231-726-4913

Fax 231-728-7410

www.cliffordbuckconstruction.com

**351 WEST WESTERN
NEW SIX STORY BUILDING****First, Second and Sixth Floor****Preliminary Budget****January 18, 2019**

WORK ITEM	QUANTITY	UNIT COST	TOTAL	SUBTOTAL
DIVISION 15 - MECHANICAL				573,375
H.V.A.C.	20850 s.f.	16.00	333,600	
Plumbing	20850 s.f.	8.00	166,800	
Fire Protection	20850 s.f.	3.50	72,975	
DIVISION 16 - ELECTRICAL				150,920
Office Space	6860 s.f.	10.00	68,600	
Commercial Space	6860 s.f.	12.00	82,320	
Apartment	6860 s.f.	11.00	75,460	
GENERAL CONDITIONS/MISC. EXPENSES and REIMBURSABLES			228,092	
C.M. FEES	5.00%		142,558	

TOTAL CONSTRUCTION COST \$3,221,802

Commission Meeting Date: March 19, 2019

Date: March 22, 2019
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Request to Adopt the Proposed Amendments to Master
Land Use Plan

SUMMARY OF REQUEST:

Staff initiated request to amend the City of Muskegon Master Land Use Plan to revise the 2008 Downtown & Lakeshore Redevelopment Plan Future Land Use Map and include the Imagine Muskegon Lake Plan. The regional entities have been given the required 63 day review time and a public hearing was held at the March 14 Planning Commission meeting.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Master Plan

COMMITTEE RECOMMENDATION:

The Planning Commission unanimously recommended approval of the Master Plan at their March 14 meeting.

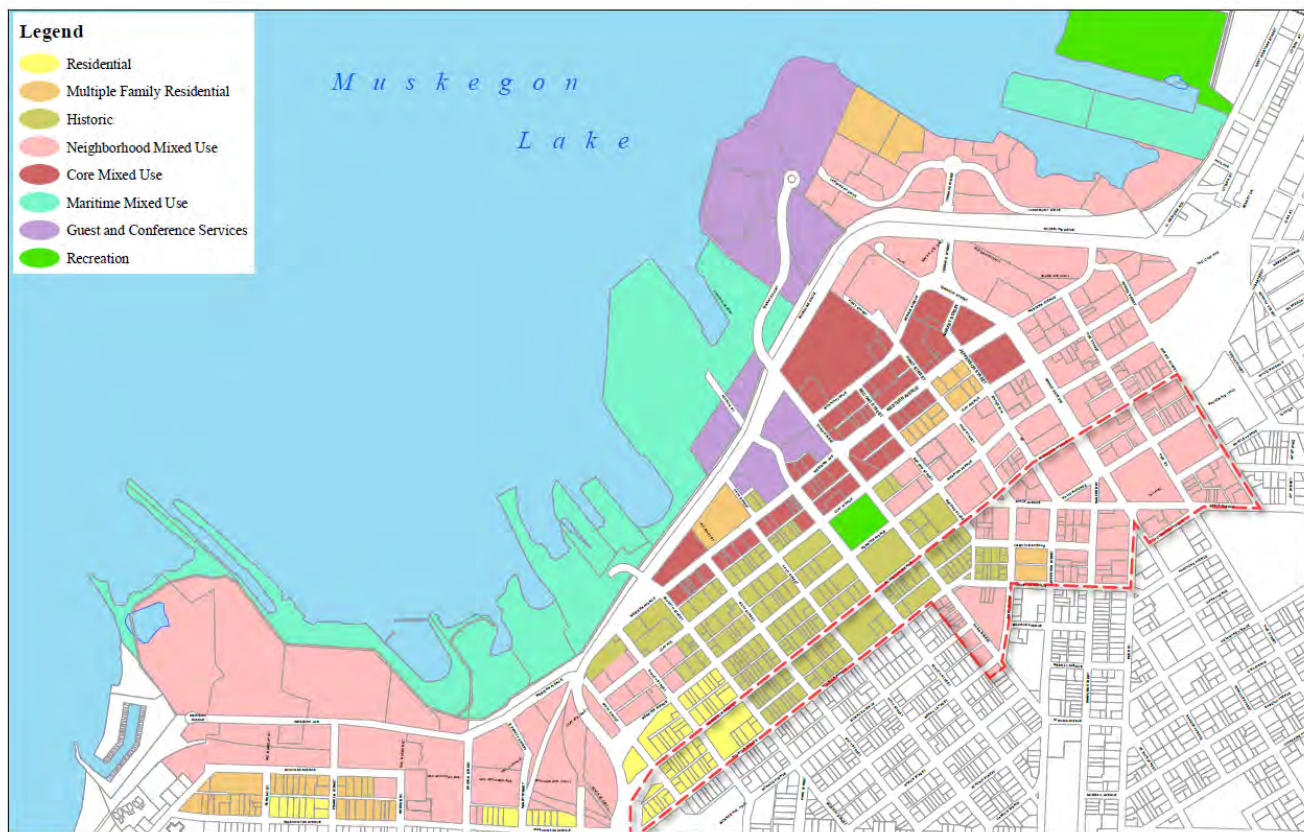
MARCH 14 PLANNING COMMISSION MEETING

*Please see the City website for a copy of the Imagine Muskegon Lake Plan or contact staff at 724-6702.

Hearing, Case 2019-07: Staff initiated request to adopt the amended Master Plan.

SUMMARY

1. The proposed Master Plan amendments include the addition of certain properties into the 2008 Downtown & Lakeshore Redevelopment Plan and the addition of the Imagine Muskegon Lake Plan.
2. The Planning Commission recommended the amendments in December of 2018. The City Commission approved the distribution of the plan to neighboring communities on January 8. The Planning Commission must now vote on the approval of the plan. The City Commission will also vote on the adoption of the plan.



Map 2 - Future Land Use
Downtown and Lakeshore Redevelopment Plan
City of Muskegon
November 2008



Williams & Works
PLANNING & DESIGN



RESOLUTION NO. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE AMENDMENTS TO THE MASTER LAND USE
PLAN

WHEREAS, the Planning Commission recommended amending the Master Land Use Plan at their December 11, 2018 meeting; and

WHEREAS, The City Commission approved the distribution of the notice letter to surrounding municipalities of January 8, 2018 for the 63 review period; and

WHEREAS, The Planning Commission held a public hearing on the amendments at the March 14, 2019 Planning Commission meeting where the board unanimously recommended approval of the amendments; and

WHEREAS, the amendments include the revision of the 2008 Downtown & Lakeshore Redevelopment Plan Future Land Use Map and to include the Imagine Muskegon Lake Plan; and

NOW, THEREFORE, BE IT RESOLVED that the Muskegon City Commission approves the amendments to the Master Land Use Plan as proposed.

Adopted this 26th day of March, 2019.

Ayes:

Nayes:

Absent:

By _____
Stephan J. Gawron, Mayor

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on March 26, 2019. The meeting was properly held and notices pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

Ann Meisch, MMC
City Clerk

COMMISSION MEETING DATE March 26, 2019

Date: March 26, 2019

To: Honorable Mayor and City Commissioners

From: Jeffrey Lewis, Director of Public Safety

RE: Concurrence with the Housing Board of Appeals Notice and Order to Demolish. Dangerous Building Case #EN1801788

SUMMARY OF REQUEST:

This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 593 W. Webster Ave. (between 7th and 8th St.) is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.

Staff Correspondence: A Dangerous Building Inspection was conducted on February 15, 2018. The Notice and Order to Repair or Remove was issued on June 4, 2018. On March 7, 2019 the HBA declared the structure substandard and dangerous. The Notice and Order to Demolish was issued on March 8, 2019.

FINANCIAL IMPACT:

General Budget

BUDGET ACTION REQUIRED:

None

STATE EQUALIZED VALUE:

\$80,000

STAFF RECOMMENDATION:

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



Muskegon County Property Viewer - Parcel Report

Parcel Information: 61-24-205-339-0005-00

Report Generated: 3/11/2019 10:35:08 AM

Owner Name: BROWN BRITTANY D
Property Address: 593 W WEBSTER AVE
MUSKEGON, MI 49440

Assessed Value (\$): 14600
SEV Value (\$): 14600
Taxable Value (\$): 14600
PRE %: 0

Property Class Code: 420
Zoning (per Assessor): R-1
GIS Acreage: 0.10057925



Overview Location Map

Map not presented to a specific scale Subject Parcel Highlighted in red

See page two (2) for assessment roll description



CITY OF MUSKEGON INSPECTIONS

CITY OF MUSKEGON HOUSING (BUILDING) BOARD OF APPEALS

Date: 03/08/2019

To: BROWN BRITTANY D, 746 WESLEY Ave. Muskegon, MI, 49442

ORDER TO DEMOLISH STRUCTURE

The Housing Board of Appeals, having received evidence at a scheduled and noticed meeting held on Thursday, March 7, 2019 does hereby order that the following structure(s) located at 593 W WEBSTER AVE, Muskegon, Michigan, shall be demolished for the reason that the said structure or structures are found, based upon the evidence before the Board of Appeals, to be dangerous, substandard and a public nuisance.

The owners or persons interested shall apply for the required permits to demolish the structure(s) within 30 days from the final determination to concur and demolish, if it is made by the City Commission or Infraction Tickets may be issued. Demolition shall be accomplished no later than 60 days after a concurrence by the City Commission.

The Director of Public Safety is ordered to place before the Muskegon City Commission, this order and the record in this case to seek concurrence by the City Commission with the decision of this board, and further to give notice to the owner and interested parties of the date and time when this matter shall be considered by the City Commission.

NOTICE TO OWNER AND INTERESTED PARTIES

Please take notice that this decision of the Housing Board of Appeals will be presented to the City Commission of the City of Muskegon on Tuesday, March 26, 2019 at 5:30 p.m. You are hereby notified that you will have an opportunity to appear before the said City Commission at that time and to present any and all evidence or matters relevant to the issue of demolition or repair of the said structures. This order of the Housing Board of Appeals is not final, but will become final if and when the City Commission has considered the record and this order, and has concurred.

The City Commission may concur with this order, or disapprove or modify the order.

FOR THE HOUSING BOARD OF APPEALS:



Jeffrey Lewis, Director of Public Safety

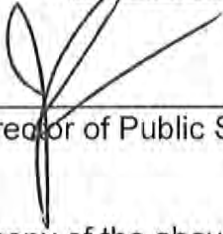


CITY OF MUSKEGON INSPECTIONS

AFFIDAVIT OF MAILING & POSTING

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Jeffrey Lewis, duly sworn states that he/she delivered or mailed by certified mail a copy of the attached order for demolition entered by the Housing Board of Appeals with notice of City Commission hearing to the owners and interested parties set forth in the order, the said order dated March 8, 2019 By certified mail. The date of mailing was March 11, 2019



Jeffrey Lewis, Director of Public Safety

Also, the undersigned states that he/she posted a copy of the above order to the said structure located at 593 W WEBSTER AVE, on this 11th day of March, 2019.



Lance Bonifield (231) 724-3900

Subscribed and sworn to before me this



Notary Public, Muskegon County, Michigan

Carrie Kotchka
Notary Public
Kent County, Michigan
My Comm. Expires January 26, 2023
Acting in the County of Muskegon



CITY OF MUSKEGON INSPECTIONS

NOTICE OF HEARING BEFORE THE CITY COMMISSION

DATE: 03/08/2019

Address of Property **593 W WEBSTER AVE**

TO: All owners and interested parties:

BROWN BRITTANY D, 746 WESLEY, MUSKEGON,

On March 7, 2019 the Muskegon Housing Board of Appeals made a Determination that the subject property is sub-standard, a public nuisance and a Dangerous Building under the City Code and ordered that it be repaired or demolished.

The City Commission will hold a hearing on Tuesday, March 26, 2019 to consider the above decision of the Housing Board of Appeals. You may appear at this hearing at 5:30 p.m. on Tuesday, March 26, 2019, at the Muskegon City Hall, 933 Terrace Street, Muskegon, Michigan, with counsel, if you desire, to present any relevant evidence and arguments concerning the decision to demolish the above structures.

If you disagree with the decision of the City Commission, you have the right to file a petition for superintending control in the Circuit Court for the County of Muskegon within 21 days after the City Commission concurs.

CITY OF MUSKEGON INSPECTIONS DEPT.
FOR THE HOUSING BOARD OF APPEALS

By 
Jeffrey Lewis, Director of Public Safety

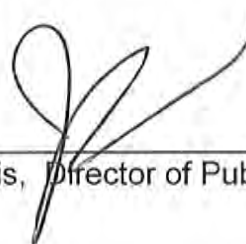


CITY OF MUSKEGON INSPECTIONS

AFFIDAVIT OF SERVICE OR MAILING

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Jeffrey Lewis, being duly sworn states that he/she delivered or mailed by certified mail a copy of the attached notice of City Commission hearing to owners and interested parties set forth in the order, the said order dated 03/08/2019, by certified mail. The date of the mailing was 03/11/2019.



Jeffrey Lewis, Director of Public Safety

Also, the undersigned states he/she posted the notice of city commission hearing on the structure at 593 W WEBSTER AVE on this 11th day of March, 2019.



Lance Bonifield (231) 724-3900

Subscribed and sworn to before me this



Notary Public, Muskegon County, Michigan

Carrie Kotchka
Notary Public
Kent County, Michigan
My Comm. Expires January 26, 2023
Acting in the County of Muskegon

Case

EN1801788 – 593 W. Webster Ave

1

Brittany D. Brown
746 Wesley
Muskegon, MI 49442

Information:

On March 26, 2018, the Muskegon Police Dept., report # 2018-05743, responded to an open door complaint. The responding officer files a "health & safety" report regarding the condition of the home.

The home has been 90% gutted to the bare walls. The kitchen shows signs of a previous fire which caused a considerable amount of damage to the structure. Evidence of a new roof structure, installed incorrectly, over the kitchen since the fire. No permit history for this property.

Complaint Notice:

May 9, 2018, a complaint notice was sent. On May 16th, Ms. Brown called and said she will be repairing the home and will bring in her plan of abatement before the May 23rd deadline.

May 23, 2018, no plan of abatement was received and a final complaint notice was sent.

June 11, 2018, a plan of abatement was received and sent to plan review for approval. The plan was returned to Ms. Brown requesting additional information.

June 14, 2018, Ms. Brown scheduled an interior inspection.

June 18, 2018, the interior inspection was completed by inspector Paulson and Legard.

Ms. Brown was sent the interior inspection report requesting an updated plan of abatement. The case was moved from July's HBA hearing to the August HBA hearing.

July 18, 2018, a plan of abatement was received and sent to Inspector Legard for plan review.

Notice & Order:

On June 5, 2018, the notice & order was sent and posted. The HBA hearing was moved to August

On July 20, 2018, a ten day notice was sent and posted for the August 2, 2018 HBA hearing.

On October 22, a ten day notice was sent and posted for the November 1, 2018 HBA hearing.

On November 26, a ten day notice was sent and posted for the December 6, 2018 HBA hearing.

On February 13, a ten day notice was sent and posted for the March 7, 2019 HBA hearing

All notices are sent First Class and Certified Mail and posted on the property in question.

Action since the HBA Hearing August 2, 2018:

The HBA granted the owner 60 days to provide an approved plan of abatement and obtain permits.

On September 19, 2018, the owner submitted her plan of abatement and an application for a building permit. Inspector Jeff Legard was assigned the plan review. Legard found the plans were incomplete and when he requested additional information, the owner did not provide all of the information required. The owner has not provided the information needed to issue the building permit.

Action since the HBA hearing November 1, 2018:

The owner appeared at the HBA and asked for additional time. The HBA tabled the case for 30 days so the owner can provide the inspection department the correct information so a building permit can be issued.

On November 15, 2018, the owner re-submitted her drawings and plans for her project. Inspector Legard indicated the plans are still missing key information required to issue a permit. On November 19, 2018, inspector Legard made contact with the owner's builder and gave him a list of items that must be addressed.

Action since the HBA hearing December 6, 2018

The owner appeared at the HBA meeting and requested additional time to complete the necessary repairs to foundation and structure due to the cold weather. The HBA tabled the case for 90 days to allow owner time to complete repairs.

Permit is on hold due to non-payment of fees/ no contractor for foundation work
No contact from owner since December HBA Hearing

Additional Information:

- This a 1 ½ -story, 1,122 square foot residential structure with a half basement.
- Property taxes are current
- 2019 SEV \$14,600
- Staff estimates cost to repair at \$80,000
- 1 enforcement action since 2017 for a board up request
- The structure is located in the Nelson Neighborhood

Plan Review Report

DATE: 09/25/2018

TO: BROWN BRITTANY D
746 WESLEY
MUSKEGON, MI 49442

PERMIT INFORMATION

PERMIT NUMBER: PB180977

PROPERTY OWNER: BROWN BRITTANY D

SITE ADDRESS: 593 W WEBSTER AVE

PROJECT DESCRIPTION: COMPLETE REMODEL INTERIOR AND EXTERIOR

The design documents submitted for this project have been reviewed for compliance with the State and locally adopted codes and amendments. *Numbered comments must be addressed before a building permit is issued; comments with bullet points need to be addressed but will not stop the issuance of the permit.* Please contact the building inspector with questions or submit updated drawings for approval.

BUILDING COMMENTS JEFF LEGARD 231-724-6763

1. GLASS IN PORCH NEEDS TO MEET R308.4.2
2. PORCH FOUNDATION CANNOT BE USED UNDER R403.3
3. BRACED WALLS CANNOT BE USED AS SOLUTION TO FOUNDATION ISSUE
4. ALL WINDOWS BEING REPLACED NEED TO MEET 2015 ENERGY CODE
5. NEED TO RE-EVALUATE VALUE. SEEMS LOW.

DATE: 09/27/2018

TO: BROWN BRITTANY D
746 WESLEY
MUSKEGON, MI 49442

PERMIT INFORMATION

PERMIT NUMBER: PB180977
PROPERTY OWNER: BROWN BRITTANY D
SITE ADDRESS: 593 W WEBSTER AVE

PROJECT DESCRIPTION: COMPLETE REMODEL INTERIOR AND EXTERIOR

The design documents submitted for this project have been reviewed for compliance with the State and locally adopted codes and amendments. *Numbered comments must be addressed before a building permit is issued; comments with bullet points need to be addressed but will not stop the issuance of the permit.* Please contact the building inspector with questions or submit updated drawings for approval.

BUILDING COMMENTS

1. Provide new drawings of porch foundation.
2. Drawings of proposed method on how to stabilize foundation wall.
3. R308.4.2. Does not pertain to energy code; it addresses the safety of glass.

DATE: 10/10/2018

TO: BROWN BRITTANY D
746 WESLEY
MUSKEGON, MI 49442

PERMIT INFORMATION

PERMIT NUMBER: PB180977
PROPERTY OWNER: BROWN BRITTANY D
SITE ADDRESS: 593 W WEBSTER AVE
PROJECT DESCRIPTION: COMPLETE REMODEL I
NTERIOR AND EXTERIOR

The design documents submitted for this project have been reviewed for compliance with the State and locally adopted codes and amendments. *Numbered comments must be addressed before a building permit is issued; comments with bullet points need to be addressed but will not stop the issuance of the permit.* Please contact the building inspector with questions or submit updated drawings for approval.

BUILDING COMMENTS

Jeff Legard 231 724-6763

1. Need drawing for foundation steel and spec.
2. Need foundation plan for porch
3. Redrawn bedrooms upstairs do not meet minimum size for bedrooms

DANGEROUS BUILDING INSPECTION REPORT
02/15/2018

Owner BROWN BRITTANY D
746 WESLEY
MUSKEGON, MI 49442

Enforcement # EN1801788

Property Address: 593 W WEBSTER AVE
Parcel # 24-205-339-0005-00

Date completed: April 24, 2018

DEFICIENCIES:

1. Siding is rotted, missing or not attached
2. Window frames are rotted, missing or not attached
3. Window sills are rotted or missing
4. Window trim and house trim have peeling or no paint
5. Soffits & fascia is rotted, missing, not attached and has peeling or no paint
6. Foundation has large cracks
7. Foundation has settled leaving a large gap between the foundation blocks and sill plate
8. Shed roof over entrance to basement is rotted with a large hole.
9. Door to basement has been removed and recently boarded shut
10. Front cement entry steps are crumbling and must be repaired or replaced
11. Handrail on rear entry steps is missing
12. Electrical & gas meters were removed at the time of inspection

NOTE: This depicts an exterior inspection only.

DEFICIENCIES: Interior Inspection only: Date completed: June 18, 2018

Entire house:

1. Several windows are broken, missing or boarded.
2. Most of the plaster and lath has been removed.
3. Home must be rewired to code
4. Home must be re-plumbed to code
5. Home must have hard wired smoke detection throughout per code
6. Home must be insulated to code
7. Doors are damaged, missing or do not fit correctly
8. Flooring has been removed, damaged or not complete. Flooring must be replaced throughout
9. Roof shingles shows signs of deterioration and must be replaced

Kitchen:

10. Roof rafters over kitchen area were improperly constructed and cut back to a dangerous width were the roof could collapse. This roof section must be replaced
11. Ceiling joists in kitchen have been damaged by fire and must be replaced
12. Chimney has been removed at the roof line, the entire chimney must be removed

Basement

13. Several floor joists are rotted, cracked or improperly cut or modified, must be replaced
14. Boiler system is rusted, not operational and must be replaced
- 14a. Boiler piping is covered with asbestos. The asbestos must be removed by a licensed abatement company and their reports must be submitted to the inspection dept.
15. Foundation walls have large cracks and are bowing inward. Foundation walls must be replaced or supported by an engineered wall support system.
16. Iron sewer waste piping shows signs of deterioration and must be replaced
17. Stairway into basement does not meet code requirement and must be replaced
18. Windows are missing & rotted and must be replaced

Front Porch

19. Foundation must be repaired, leveled, plumbed, and repainted

Upper Floor

Note: Plaster and paneling are still attached in this area.

20. Stairway does not have enough head room near the bottom steps
21. Stairway many loose, cracked, rotted treads boards that must be replaced
22. Hand railing must be installed in stairway
23. Windows in bedrooms must meet egress size requirements
24. Rooms must have entry/privacy doors

Additional

If you intend on moving / removing walls to change the layout the home, code requires architectural drawings showing new walls, bearing walls, stairways, window size and placement.

Because of the scope of the project, code requires permits for the following:

- Building
- Plumbing
- Electrical
- Mechanical
- Insulation

Based upon my recent inspection of the above property I determined that the structure meets the definition of a Dangerous Building and/or Substandard Building as set forth in Section 10-61 of the Muskegon City Code.

SECTION 116.3 Notice (UNSAFE STRUCTURES AND EQUIPMENT)

If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

PHOTOS of 593 W. Webster Ave















Commission Meeting Date: March 26, 2019

Date: March 19, 2019
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: Second Quarter 2018-19 Budget Reforecast

SUMMARY OF REQUEST: At this time staff is transmitting the Second Quarter 2018-19 Budget Reforecast which outlines proposed changes to the budget that have come about as result of changes in revenue projects, policy priorities, labor contracts, updated economic conditions, or other factors.

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

- General Fund revenues are reforecast to be \$291,000 lower than the original budget, largely due to lower projections for building permit revenue. The permit revenues are projected to be down \$700,000 for several reasons including Mercy Health paying upfront and several commercial and multi housing projects that are progressing slower than expected to get to the building stage. The income tax revenues are being projected up \$100,000 and several other revenue line items were adjusted.
- General Fund expenditures are reforecast to be \$403,518 lower than the original budget. Permit revenue was decreased so that decreased our payment to SafeBuilt and police wages are down after retirements and resignations.
- There were several refinements to the Capital Projects budget now that we have actual project costs and know whether grant funding has been approved the bottom line is a slight decrease in capital expenditures.

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

STAFF RECOMMENDATION: Approval.

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 2ND QUARTER 2018-19 REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
ESTIMATED REVENUES									
Dept 00000									
101-00000-4100	PROPERTY TAX	5,689,608	5,451,620	5,447,028	5,589,737	5,589,737	2,520,548	2,448,257	5,589,737
101-00000-4102	IN LIEU OF TAX	96,649	103,821	100,577	98,587	98,587	0	-	98,587
101-00000-4103	IFT/CFT TAX	99,363	87,752	95,774	76,468	76,468	0	-	76,468
101-00000-4104	PROPERTY TAX SANITATION	1,691,947	1,620,586	1,619,163	1,661,588	1,661,588	749,381	727,642	1,661,588
101-00000-4140	INCOME TAX	8,151,902	8,610,812	8,758,674	8,600,000	8,600,000	4,875,275	4,957,716	8,700,000
101-00000-4161	SPECIAL ASSESSMENTS		343,391	373,546	211,000	211,000	71,270	72,723	211,000
101-00000-4202	BUSINESS LICENSES & PERMITS	63,182	77,395	81,650	75,000	75,000	12,385	14,370	75,000
101-00000-4203	LIQUOR LICENSES & TAX REBATE	43,010	45,043	47,887	45,043	45,043	41,583	37,743	45,043
101-00000-4204	CABLE TV LICENSES OR FEES	372,117	378,955	368,495	370,000	370,000	102,444	94,091	370,000
101-00000-4205	HOUSING LICENSES	(50)	(611)	(1,120)	-	-	(400)	(1,240)	-
101-00000-4206	INSPECTION FEE	162		0	-	-	-	-	-
101-00000-4207	CEMETERY-BURIAL PERMITS	81,095	85,137	82,645	80,000	80,000	46,415	39,980	80,000
101-00000-4208	BUILDING PERMITS	371,693	721,500	1,458,084	1,800,000	1,600,000	491,864	1,101,734	1,100,000
101-00000-4209	ELECTRICAL PERMITS	84,912	140,373	225,271	220,000	220,000	92,724	153,069	180,000
101-00000-4210	PLUMBING PERMITS	34,317	54,821	85,789	80,000	80,000	51,405	42,765	80,000
101-00000-4211	HEATING PERMITS	69,071	94,023	146,354	130,000	130,000	83,100	88,399	130,000
101-00000-4213	RENTAL PROPERTY REGISTRATION	152,268	222,513	366,300	350,000	350,000	176,505	194,969	350,000
101-00000-4221	VACANT BUILDING FEE	165,590	59,558	94,315	75,000	75,000	20,430	46,330	75,000
101-00000-4224	TEMPORARY LIQUOR LICENSE	5,780	5,945	5,600	5,000	5,000	1,980	1,370	5,000
101-00000-4230	MARIJUANA FACILITIES LICENSE				25,000	70,000	90,000	-	90,000
101-00000-4300	FEDERAL GRANTS	72,521	51,628	23,988	40,000	40,000	28,829	12,788	40,000
101-00000-4400	STATE GRANTS	91,415	48,025	35,507	15,000	15,000	25,818	21,136	26,000
101-00000-4405	STATE REPLACEMENT REV FOR PPT	64,536	558,964	802,096	700,000	700,000	0	-	700,000
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	2,955,900	3,115,537	3,197,836	3,058,733	3,058,733	1,299,809	1,051,330	3,058,733
101-00000-4503	STATE CVTRS/EVIP PAYMENTS	930,614	930,610	955,236	1,121,659	1,121,659	4,899	382,092	1,121,659
101-00000-4601	CITY SERVICE FOR ENTERPRISE FUNDS	449,292	449,292	482,292	482,290	482,290	281,337	281,337	482,290
101-00000-4603	TAX COLLECTION FEE	339,353	332,784	331,723	327,000	327,000	35,043	-	327,000
101-00000-4604	GARBAGE COLLECTION	43,614	43,684	80,170	41,000	41,000	26,121	49,288	41,000
101-00000-4606	ADMINISTRATION FEES	310,000	310,000	310,000	310,000	310,000	180,833	180,833	310,000
101-00000-4607	REIMBURSEMENT ELECTIONS	26,703	18,151	101	-	-	53	89	-
101-00000-4608	INDIRECT COST ALLOCATION	1,025,618	1,010,456	1,027,986	1,119,973	1,119,973	650,262	599,658	1,119,973
101-00000-4609	PROCUREMENT CARD REBATE	38,574	43,203	48,261	48,000	48,000	0	-	48,000
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	30,877	52,657	55,671	55,000	55,000	11,109	18,979	55,000
101-00000-4612	CEMETERY SALE OF LOTS	25,987	21,425	37,353	25,000	25,000	21,418	15,823	25,000
101-00000-4613	HARBOR TOWN DOCKOMINIUMS			234	-	-	0	234	-
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	6,131	5,130	2,751	2,000	2,000	389	1,026	2,000
101-00000-4615	POLICE DEPARTMENT INCOME	97,936	112,023	109,449	100,000	100,000	58,294	58,018	100,000
101-00000-4617	FIRE DEPARTMENT INCOME	4,413	7,520	6,255	3,500	3,500	285	4,750	3,500
101-00000-4619	MISC. SALES AND SERVICES	17,635	22,664	21,882	22,000	22,000	8,200	20,224	22,000
101-00000-4620	FIRE PROTECTION-STATE PROP	81,250	115,820	74,342	74,000	74,000	81,766	74,342	81,750
101-00000-4621	ZONING & ENCROACHMENT FEES	11,962	15,155	18,430	15,000	15,000	6,245	10,580	15,000
101-00000-4622	MISC. CLERK FEES	16,789	13,983	7,851	3,000	3,000	4,142	6,951	5,000
101-00000-4624	TAX ABATEMENT APPLICATION FEES	600	13,241	4,970	3,000	3,000	2,052	1,440	3,000
101-00000-4625	MISC. TREAS. FEES	55,948	57,001	54,152	55,000	55,000	17,288	14,511	55,000
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	20,867	21,493	22,138	22,138	22,138	22,802	14,758	22,138
101-00000-4633	OBSOLETE PROPERTY FEES	1,000	3,370	0	-	-	1,000	-	-
101-00000-4634	PASSPORTS	27,199	63,157	71,672	80,000	80,000	48,212	35,540	80,000
101-00000-4635	START UP CHARGE/REFUSE	8,633	6,987	7,095	7,000	7,000	3,465	4,015	7,000
101-00000-4636	REFUSE BAG & BULK SALES	30,514	32,604	31,668	25,000	25,000	18,218	17,228	30,000
101-00000-4637	APPLIANCE STICKER	79	50	125	100	100	25	75	100
101-00000-4638	MISC. SALES CHARGE/REFUSE			119,254	198,000	198,000	92,581	53,006	198,000
101-00000-4642	LIEN LOOK UPS	13,795	13,480	13,870	12,000	12,000	6,995	6,955	12,000
101-00000-4648	FALSE ALARM FEES/POLICE	6,435	3,435	9,540	3,500	3,500	7,875	7,275	9,000
101-00000-4649	CEMETERY-MISC. INCOME	17,128	17,741	17,902	16,000	16,000	8,795	9,890	16,000
101-00000-4651	REIMBURSEMENT LOT MOWING	9,728	9,379	7,376	5,000	5,000	508	3,030	5,000
101-00000-4652	MUSK HEIGHTS ZONING	11,095	8,750	8,190	6,000	6,000	4,970	5,460	6,000
101-00000-4654	FIRE RESPONSE FEE	7,000	6,000	11,500	6,000	6,000	6,000	3,000	6,000
101-00000-4656	SITE PLAN REVIEW	8,300	5,800	6,800	6,000	6,000	1,000	4,300	6,000
101-00000-4657	COLUMBARIUM NICHE			1,750	-	-	900	850	-
101-00000-4658	IMPOUND FEES	34,005	35,455	39,935	35,000	35,000	24,055	22,450	35,000
101-00000-4659	CODE ENFORCEMENT LABOR		3,550	35,627	30,000	30,000	23,755	23,005	30,000
101-00000-4660	MISC RECREATION INCOME	5,201	5,766	9,066	4,500	4,500	2,864	1,567	4,500
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIA	7,500		0	15,000	15,000	0	-	15,000
101-00000-4663	FLEA MARKET AT FARMERS MARKET	25,580		0	-	-	-	-	-
101-00000-4664	FARMERS MARKET INCOME	70,814		0	-	-	-	-	-
101-00000-4665	LEASE BILLBOARDS	6,800	6,800	6,800	6,800	6,800	2,400	4,800	6,800
101-00000-4666	SNOW PLOWING -DOWNTOWN BID		45,000	48,750	48,750	68,750	20,000	-	68,750
101-00000-4669	SMITH RYERSON	15,290	11,552	11,570	12,000	12,000	5,953	5,239	12,000
101-00000-4670	PICNIC SHELTER	19,213	22,967	23,029	22,000	22,000	6,250	9,464	22,000
101-00000-4671	MCGRAFT PARK	76,761	62,791	63,510	70,000	97,000	87,398	54,721	97,000
101-00000-4672	SAFEBUILT LOT MOWING	51,198	43,799	8,320	5,000	5,000	4,158	4,341	5,000

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 2ND QUARTER 2018-19 REFORECAST

GL NUMBER AND OBJECT CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
101-00000-4673	RENTAL - CENTRAL DISPATCH	44,695	30,528	30,528	30,000	30,000	33,407	18,643	50,000
101-00000-4674	RENTAL - CITY HALL	26,870	20,410	10,800	10,800	10,800	7,700	5,700	15,000
101-00000-4676	SAFE-BUILT - TRASH PICKUP	26,814	38,039	232	-	-	2,328	5,706	2,500
101-00000-4677	RENT	1,000	400	8,962	6,000	6,000	-	-	6,000
101-00000-4678	PLANNING DEPT ENFORCEMENT	2,012	1,650	3,100	2,000	2,000	100	2,150	500
101-00000-4679	CODE ENFORCEMENT ADMIN		2,789	39,419	35,000	35,000	20,761	24,039	35,000
101-00000-4690	KITCHEN 242 RENTAL	227					-	-	
101-00000-4693	FARMERS MARKET EVENT RENTAL		1,000				-		
101-00000-4694	FARMERS MARKET EBT FEES	3,940	1,095						
101-00000-4701	INCOME TAX-PENALTY & INTEREST	204,792	213,634	229,678	200,000	200,000	111,451	116,541	200,000
101-00000-4702	DELINQUENT FEES	35,081	42,833	15,942	20,000	20,000	0	-	20,000
101-00000-4704	PENALTIES/INTEREST/FINES	1,835	2,005	6,881	5,000	5,000	4,478	3,727	5,000
101-00000-4706	LATE FEE ON INVOICES OVER 45 DAYS	2,417	5,273	7,653	6,000	6,000	2,650	4,258	6,000
101-00000-4708	LATE FEE ON RENTAL REGISTRATION			4,329	3,500	3,500	7,410	90	7,500
101-00000-4751	CIVIL INFRACTIONS	9,890	23,863	18,685	15,000	15,000	13,052	10,393	15,000
101-00000-4754	TRAFFIC FINES & FEES	73,390	69,609	53,336	55,000	55,000	25,052	28,991	55,000
101-00000-4755	COURT FEES	129,764	122,757	120,989	115,000	115,000	62,324	53,005	120,000
101-00000-4800	MISC. & SUNDRY	15,184	13,666	14,969	12,000	12,000	8,447	8,996	12,000
101-00000-4802	REIMB:DEMOS AND BOARD-UPS	26,353	11,250	28,353	25,000	25,000	43,334	19,411	45,000
101-00000-4803	CDBG PROGRAM REIMBURSEMENTS	396,487	320,989	318,128	300,000	300,000	55,000	70,000	396,726
101-00000-4805	CONTRIBUTIONS	7,150	31,619	11,871	20,000	20,000	2,046	3,121	20,000
101-00000-4806	BIKE/PROPERTY AUCTIONS-POLICE	832	894	0	1,000	1,000	0	-	1,000
101-00000-4811	FISHERMANS LANDING REIMBURSEMENT	11,320		0	17,500	17,500	0	-	17,500
101-00000-4814	PROMOTIONAL PRODUCTS	24,051	14,960	8,637	14,500	14,500	3,641	6,017	14,500
101-00000-4818	RECOVERY OF BAD DEBT	2,934	1,260	330	1,000	1,000	90	250	1,000
101-00000-4821	CONTRIBUTIONS/GRANTS	4,500					0	-	100,000
101-00000-4825	CONTRIBUTIONS - VETERAN'S PARK M	18,504	21,710	0	18,500	18,500	5,000	-	18,500
101-00000-4829	COMMUNITY FOUNDATION GRANT - F	5,596	5,734	9,772	10,000	10,000	0	-	10,000
101-00000-4832	CONSUMERS ENERGY ESSENTIAL SERV	100,000	25,000						
101-00000-4841	GRANT: COMMUNITY FOUNDATION	26,500					0		
101-00000-4902	OP. TRANS FROM SPECIAL REVENUE	153,000	182,650	154,800	162,000	162,000	0	-	162,000
101-00000-4903	OP. TRANS FROM DEBT SERVICE	36,000	34,000	40,000	40,000	40,000	23,333	23,333	40,000
101-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	35,132			-	-			-
101-00000-4970	INTEREST INCOME	92,890	111,851	95,056	-	-	61,572	53,848	-
101-00000-4971	GAIN ON INVESTMENT	(7,428)	(184,946)	(122,586)			(129,207)	(113,378)	
101-00000-4980	SALE OF FIXED ASSETS	100	4,950						
Totals for dept 00000 -		25,856,251	27,052,985	28,729,918	28,874,166	28,766,166	12,935,246	13,461,161	28,628,342
TOTAL ESTIMATED REVENUES		25,856,251	27,052,985	28,729,918	28,874,166	28,766,166	12,935,246	13,461,161	28,628,342

EXPENDITURES

Dept 10101 - CITY COMMISSION

5100	SALARIES & BENEFITS	69,531	69,890	70,930	73,790	73,790	38,913	37,472	73,790
5200	SUPPLIES	9,165	9,409	2,179	2,000	2,000	81	1,664	2,000
5300	CONTRACTUAL SERVICES	12,982	11,746	313	1,000	1,000	6,114	146	1,000
5400	OTHER EXPENSES	2,490	2,936	3,340	13,000	13,000	3,309	1,964	13,000
5700	CAPITAL OUTLAYS	940	960	1,114	1,500	1,500	1,511	560	1,500
Totals for dept 10101 - CITY COMMISSION		95,108	94,941	77,876	91,290	91,290	49,927	41,805	91,290

Dept 10102 - CITY PROMOTIONS & PUBLIC RELATIONS

5200	SUPPLIES	2,104	4,052	7,788	5,000	5,000	5,026	3,685	5,000
5300	CONTRACTUAL SERVICES	59,380	43,628	57,527	50,000	50,000	30,503	30,562	75,000
5400	OTHER EXPENSES	2,396	545	38					-
Totals for dept 10102 - CITY PROMOTIONS & PUBLIC REL		63,880	48,225	65,353	55,000	55,000	35,530	34,247	80,000

Dept 10145 - CITY ATTORNEY

5200	SUPPLIES	880	888	0					
5300	CONTRACTUAL SERVICES	351,108	325,889	341,093	350,000	350,000	202,784	197,460	350,000
Totals for dept 10145 - CITY ATTORNEY		351,988	326,777	341,093	350,000	350,000	202,784	197,460	350,000

Dept 10172 - CITY MANAGER

5100	SALARIES & BENEFITS	239,363	299,333	375,351	404,099	404,099	189,000	187,128	404,099
5200	SUPPLIES	3,603	1,672	3,921	4,000	4,000	2,669	3,637	4,000
5300	CONTRACTUAL SERVICES	26,162	22,229	19,898	15,000	15,000	9,529	11,569	15,000
5400	OTHER EXPENSES	10,627	5,405	9,301	5,000	5,000	4,704	4,975	5,000
5700	CAPITAL OUTLAYS	204	3,311	1,092	1,200	1,200	0	1,052	1,200
Totals for dept 10172 - CITY MANAGER		279,959	331,950	409,563	429,299	429,299	205,902	208,360	429,299

Dept 10875 - CONTRIBUTIONS

5300	CONTRACTUAL SERVICES	273,572	276,643	488,087	430,173	430,173	197,942	204,425	430,173
5400	OTHER EXPENSES		1,500	1,600	-	0	0	1,500	-
Totals for dept 10875 - CONTRIBUTIONS		273,572	278,143	489,687	430,173	430,173	197,942	205,925	430,173

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 2ND QUARTER 2018-19 REFORECAST

GL NUMBER AND DEPT CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
Dept 10891 - CONTINGENCY									
5400	OTHER EXPENSES	44,388	5,944	60,556	100,000	100,000	0	0	100,000
Totals for dept 10891 - CONTINGENCY		44,388	5,944	60,556	100,000	100,000	0	0	100,000
Dept 20215 - CITY CLERK									
5100	SALARIES & BENEFITS	302,054	362,527	338,944	372,342	372,342	233,106	183,591	372,342
5200	SUPPLIES	32,918	52,306	46,027	53,510	53,510	22,994	25,493	53,510
5300	CONTRACTUAL SERVICES	23,564	17,389	28,249	19,821	19,821	21,019	18,092	19,821
5400	OTHER EXPENSES	5,864	4,795	6,978	6,875	6,875	3,093	4,211	6,875
5700	CAPITAL OUTLAYS	1,594	4,448	4,026	2,500	2,500	6,774	-	2,500
Totals for dept 20215 - CITY CLERK		365,994	441,465	424,224	455,048	455,048	286,987	231,386	455,048
Dept 20220 - EMPLOYEE RELATIONS (formerly CIVIL SERVICE)									
5100	SALARIES & BENEFITS				69,440	69,440	29,946	-	69,440
5200	SUPPLIES		424	550	1,000	1,000	629	550	1,000
5300	CONTRACTUAL SERVICES	114,436	104,418	108,479	120,000	120,000	60,891	62,276	120,000
5400	OTHER EXPENSES	2,783	2,751	4,376	8,000	8,000	13,318	4,376	8,000
5700	CAPITAL OUTLAYS			149	-	0	0	-	
Totals for dept 20220 - EMPLOYEE RELATIONS		117,219	107,593	113,554	198,440	198,440	104,783	67,202	198,440
Dept 20228 - AFFIRMATIVE ACTION									
5100	SALARIES & BENEFITS	90,690	71,955	(15)					
5200	SUPPLIES	247	771	0					
5300	CONTRACTUAL SERVICES	1,167	912	0					
5400	OTHER EXPENSES	2,078	691	150					
5700	CAPITAL OUTLAYS	59	900	0			28		
Totals for dept 20228 - AFFIRMATIVE ACTION		94,241	75,229	135			28		
Dept 30202 - FINANCE ADMINISTRATION									
5100	SALARIES & BENEFITS	375,410	495,982	489,166	503,419	503,419	234,353	245,169	503,419
5200	SUPPLIES	2,874	2,655	4,463	4,000	4,000	1,266	2,036	4,000
5300	CONTRACTUAL SERVICES	66,241	72,232	76,655	66,732	66,732	69,345	59,767	75,000
5400	OTHER EXPENSES	550	841	548	3,000	3,000	917	548	1,500
5700	CAPITAL OUTLAYS		2,313	5,788	1,500	1,500	101	3,017	1,500
Totals for dept 30202 - FINANCE ADMINISTRATION		445,075	574,023	576,620	578,651	578,651	305,982	310,537	585,419
Dept 30205 - INCOME TAX									
5100	SALARIES & BENEFITS	229,730	241,206	238,113	257,436	257,436	139,186	129,069	257,436
5200	SUPPLIES	11,327	11,211	12,304	11,760	11,760	6,944	6,927	11,760
5300	CONTRACTUAL SERVICES	67,953	86,530	74,856	75,740	75,740	34,579	44,974	75,740
5400	OTHER EXPENSES	637	317	236	1,000	1,000	202	146	1,000
5700	CAPITAL OUTLAYS	170	1,392	3,300	4,000	4,000	443	1,402	4,000
Totals for dept 30205 - INCOME TAX		309,817	340,656	328,809	349,936	349,936	181,354	182,516	349,936
Dept 30209 - CITY ASSESSOR									
5100	SALARIES & BENEFITS	3,245	1,297	2,142	4,000	4,000	519	122	4,000
5300	CONTRACTUAL SERVICES	291,100	320,046	327,243	328,000	328,000	249,696	244,800	328,000
5400	OTHER EXPENSES	311		323	-	0	0	-	-
Totals for dept 30209 - CITY ASSESSOR		294,656	321,343	329,708	332,000	332,000	250,215	244,922	332,000
Dept 30248 - INFORMATION SYSTEMS ADMINISTRATION									
5100	SALARIES & BENEFITS	356,094	341,278	349,329	382,914	382,914	193,553	178,791	382,914
5200	SUPPLIES	582	3,175	240	1,000	1,000	87	240	1,000
5300	CONTRACTUAL SERVICES	31,192	30,199	45,430	34,000	34,000	26,317	29,815	34,000
5400	OTHER EXPENSES	5,124	590	6,840	12,000	12,000	1,167	6,740	6,000
5700	CAPITAL OUTLAYS	66,380	62,671	42,547	60,000	60,000	67,291	13,803	110,000
Totals for dept 30248 - INFORMATION SYSTEMS ADMINISTRATION		459,372	437,913	444,386	489,914	489,914	288,415	229,388	533,914
Dept 30253 - CITY TREASURER									
5100	SALARIES & BENEFITS	364,615	393,418	328,762	366,412	366,412	208,722	173,426	366,412
5200	SUPPLIES	71,970	70,071	70,822	81,200	81,200	36,772	38,576	81,200
5300	CONTRACTUAL SERVICES	119,861	94,567	90,829	112,800	112,800	46,384	46,428	112,800
5400	OTHER EXPENSES	823	1,176	71	1,000	1,000	0	30	1,000
5700	CAPITAL OUTLAYS	1,071	3,828	5,751	5,622	5,622	186	372	5,622
Totals for dept 30253 - CITY TREASURER		558,340	563,060	496,235	567,034	567,034	292,065	258,833	567,034
Dept 30805 - L C WALKER ADMINISTRATION									
5300	CONTRACTUAL SERVICES	(409)							
5700	CAPITAL OUTLAYS	1,353							
5900	OTHER FINANCING USES	235,000							
Totals for dept 30805 - L C WALKER ADMINISTRATION		235,944							
Dept 30851 - INSURANCE SERVICES									
5300	CONTRACTUAL SERVICES	261,419	274,472	294,675	268,695	268,695	0	-	268,695

BUDGET REPORT FOR CITY OF MUSKEGON

GENERAL FUND 2ND QUARTER 2018-19 REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
Totals for dept 30851 - INSURANCE SERVICES		261,419	274,472	294,675	268,695	268,695	0	-	268,695
Dept 30906 - DEBT SERVICE									
5300	CONTRACTUAL SERVICES	750	850	750				-	-
5900	OTHER FINANCING USES	277,426	243,412	236,331	229,750	229,750	147,876	153,488	229,750
Totals for dept 30906 - DEBT SERVICE		278,176	244,262	237,081	229,750	229,750	147,876	153,488	229,750
Dept 30999 - TRANSFERS TO OTHER FUNDS									
5900	OTHER FINANCING USES	1,523,164	1,818,000	2,050,000	820,000	820,000	175,000	259,583	820,000
Totals for dept 30999 - TRANSFERS TO OTHER FUNDS		1,523,164	1,818,000	2,050,000	820,000	820,000	175,000	259,583	820,000
Dept 40301 - POLICE DEPARTMENT									
5100	SALARIES & BENEFITS	7,938,997	7,978,078	8,331,854	9,361,368	9,361,368	4,766,725	4,666,965	8,861,368
5200	SUPPLIES	87,678	97,976	106,312	83,327	83,327	62,595	61,074	83,327
5300	CONTRACTUAL SERVICES	904,919	896,114	976,050	965,299	965,299	529,350	554,548	965,299
5400	OTHER EXPENSES	24,675	25,041	95,208	30,000	30,000	10,712	59,987	30,000
5700	CAPITAL OUTLAYS	7,063	9,401	19,200	-	0	6,293	16,135	-
Totals for dept 40301 - POLICE DEPARTMENT		8,963,332	9,006,610	9,528,624	10,439,994	10,439,994	5,375,675	5,358,709	9,939,994
Dept 50336 - FIRE DEPARTMENT									
5100	SALARIES & BENEFITS	3,570,030	3,729,221	3,525,122	1,717,866	2,750,000	1,709,633	1,925,381	2,750,000
5200	SUPPLIES	169,633	138,244	152,001	130,000	130,000	73,130	73,808	130,000
5300	CONTRACTUAL SERVICES	107,645	123,464	118,389	1,500,000	130,000	389,021	58,129	430,000
5400	OTHER EXPENSES	3,426	13,579	14,536	9,000	20,000	5,933	4,218	20,000
5700	CAPITAL OUTLAYS	67,989	105,636	44,302	-	20,917	17,068	959	20,917
Totals for dept 50336 - FIRE DEPARTMENT		3,918,723	4,110,144	3,854,350	3,356,866	3,050,917	2,194,785	2,062,495	3,350,917
Dept 50338 - NEW CENTRAL FIRE STATION									
5200	SUPPLIES	3,510							
5300	CONTRACTUAL SERVICES	64,857	76,436	75,972	75,000	75,000	39,440	39,004	75,000
5700	CAPITAL OUTLAYS	9,602							
Totals for dept 50338 - NEW CENTRAL FIRE STATION		77,969	76,436	75,972	75,000	75,000	39,440	39,004	75,000
Dept 50387 - BUILDING CODE INSPECTIONS AND ENFORCEMENT									
5100	SALARIES & BENEFITS	1,596			-	110,000	88,825	-	110,000
5200	SUPPLIES	11,404	12,920	15,700	15,180	15,180	7,295	8,927	15,180
5300	CONTRACTUAL SERVICES	465,888	840,893	1,550,029	3,178,600	2,914,600	984,602	1,181,986	2,471,800
5400	OTHER EXPENSES	18	205		-	0	80	-	22,000
5700	CAPITAL OUTLAYS				-	22,000	0	-	
Totals for dept 50387 - CODE INSPECTIONS AND ENFORCEMENT		478,906	854,018	1,565,729	3,193,780	3,061,780	1,080,802	1,190,914	2,618,980
Dept 60265 - CITY HALL MAINTENANCE									
5100	SALARIES & BENEFITS	33,042	36,691	35,598	41,002	41,002	19,134	20,301	41,002
5200	SUPPLIES	15,841	17,196	17,153	18,000	18,000	9,004	9,767	18,000
5300	CONTRACTUAL SERVICES	160,963	173,436	177,489	260,000	260,000	108,636	91,494	260,000
5400	OTHER EXPENSES				500	500	0	-	500
5700	CAPITAL OUTLAYS	11,425	19,812	11,982	10,000	10,000	25,180	8,279	10,000
Totals for dept 60265 - CITY HALL MAINTENANCE		221,271	247,135	242,222	329,502	329,502	161,954	129,842	329,502
Dept 60446 - HIGHWAY NONCHARGEABLE									
5100	SALARIES & BENEFITS	15,154	21,319	45,340	41,159	41,159	10,966	21,745	41,159
5200	SUPPLIES	787	191	18,619	12,000	12,000	6,482	9,144	12,000
5300	CONTRACTUAL SERVICES	3,483	12,216	36,652	50,000	50,000	10,365	20,678	50,000
Totals for dept 60446 - HIGHWAY NONCHARGEABLE		19,424	33,726	100,611	103,159	103,159	27,813	51,567	103,159
Dept 60448 - STREET LIGHTING									
5200	SUPPLIES	12,900	10,552	0					
5300	CONTRACTUAL SERVICES	553,843	582,279	529,471	490,000	490,000	315,688	279,919	490,000
Totals for dept 60448 - STREET LIGHTING		566,743	592,831	529,471	490,000	490,000	315,688	279,919	490,000
Dept 60523 - SANITATION									
5100	SALARIES & BENEFITS	23,637	26,073	31,931	29,345	29,345	24,665	14,373	29,345
5300	CONTRACTUAL SERVICES	1,581,755	1,813,870	1,892,503	1,820,000	1,820,000	1,195,677	907,993	1,820,000
Totals for dept 60523 - SANITATION		1,605,392	1,839,943	1,924,434	1,849,345	1,849,345	1,220,342	922,366	1,849,345
Dept 60550 - STORM WATER MANAGEMENT									
5300	CONTRACTUAL SERVICES	13,755	4,000	13,340	10,000	10,000	0	9,340	10,000
5400	OTHER EXPENSES			25	-	0	0	25	
Totals for dept 60550 - STORM WATER MANAGEMENT		13,755	4,000	13,365	10,000	10,000	0	9,365	10,000
Dept 60707 - SENIOR CITIZEN TRANSIT									
5100	SALARIES & BENEFITS		227						

**BUDGET REPORT FOR CITY OF MUSKEGON
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GL NUMBER AND DGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
Totals for dept 60707 - SENIOR CITIZEN TRANSIT			227						
Dept 70276 - CEMETERIES									
5100	SALARIES & BENEFITS	76,374	83,930	87,235	109,600	109,600	41,961	45,506	109,600
5200	SUPPLIES	9,720	8,905	15,515	13,600	13,600	4,150	6,582	13,600
5300	CONTRACTUAL SERVICES	320,285	293,831	315,201	287,182	287,182	204,165	195,365	287,182
5400	OTHER EXPENSES	65		100	300	300	229	-	300
5700	CAPITAL OUTLAYS		1,170	2,397	17,900	17,900	13,317	-	17,900
Totals for dept 70276 - CEMETERIES		406,444	387,836	420,448	428,582	428,582	263,822	247,454	428,582
Dept 70357 - GRAFFITI REMOVAL									
5100	SALARIES & BENEFITS	815	554		-	0	0	153	
5200	SUPPLIES	15	93	0					
5300	CONTRACTUAL SERVICES	271							
Totals for dept 70357 - GRAFFITI REMOVAL		1,101	647	0	-	0	0	153	
Dept 70585 - PARKING OPERATIONS									
5100	SALARIES & BENEFITS	2,432	223						
5200	SUPPLIES	225							
5300	CONTRACTUAL SERVICES	2,950	2,499	1,988	-	0	1,362	1,042	
Totals for dept 70585 - PARKING OPERATIONS		5,607	2,722	1,988	-	0	1,362	1,042	
Dept 70751 - PARKS MAINTENANCE									
5100	SALARIES & BENEFITS	427,561	497,872	467,355	684,930	684,930	294,115	245,940	684,930
5200	SUPPLIES	85,099	153,296	113,564	161,206	161,206	82,184	53,583	161,206
5300	CONTRACTUAL SERVICES	766,449	849,488	936,131	796,930	796,930	513,317	561,463	796,930
5400	OTHER EXPENSES	77		2,505	1,000	1,000	237	1,619	1,000
5700	CAPITAL OUTLAYS	4,912	11,488	47,043	112,092	112,092	32,767	2,357	112,092
Totals for dept 70751 - PARKS MAINTENANCE		1,284,098	1,512,144	1,566,598	1,756,158	1,756,158	922,620	864,963	1,756,158
Dept 70757 - MC GRAFT PARK									
5100	SALARIES & BENEFITS	19,806	17,805	28,463	32,676	32,676	25,371	18,428	32,676
5200	SUPPLIES	6,096	6,266	9,146	4,000	4,000	6,949	5,257	4,000
5300	CONTRACTUAL SERVICES	30,716	29,876	58,713	38,400	38,400	49,955	34,112	38,400
5700	CAPITAL OUTLAYS	350		594	12,500	12,500	0	594	12,500
Totals for dept 70757 - MC GRAFT PARK		56,968	53,947	96,916	87,576	87,576	82,275	58,391	87,576
Dept 70775 - GENERAL RECREATION									
5200	SUPPLIES		172						
5300	CONTRACTUAL SERVICES	126,580	90,133	2,551	-	0	12,050	60,051	
Totals for dept 70775 - GENERAL RECREATION		126,580	90,305	2,551	-	0	12,050	60,051	
Dept 70863 - FARMERS & FLEA MARKET									
5100	SALARIES & BENEFITS	49,303							
5200	SUPPLIES	7,501							
5300	CONTRACTUAL SERVICES	119,186							
5700	CAPITAL OUTLAYS	225							
Totals for dept 70863 - FARMERS & FLEA MARKET		176,215							
Dept 70867 - FDA GRANT FARMERS MARKET									
5100	SALARIES & BENEFITS	705							
5200	SUPPLIES	2,117							
5300	CONTRACTUAL SERVICES	9,178							
Totals for dept 70867 - FDA GRANT FARMERS MARKET		12,000							
Dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES									
5100	SALARIES & BENEFITS	151,365	113,562	70,784		0	0	44,496	
5200	SUPPLIES	3,444	2,327	1,257	-	0	790	821	
5300	CONTRACTUAL SERVICES	858,698	970,835	1,022,561	-	0	145,228	609,263	
5400	OTHER EXPENSES	632	3,335		-	0	65	-	
5700	CAPITAL OUTLAYS	1,922	93						
Totals for dept 80387 - NEIGHBORHOOD & CONSTRUCTION SERVICES		1,016,061	1,090,152	1,094,602		0	146,083	654,579	
Dept 80400 - PLANNING									
5100	SALARIES & BENEFITS	376,324	398,209	331,153	397,041	297,041	154,376	150,006	375,000
5200	SUPPLIES	3,684	4,355	4,927	7,500	7,500	1,867	4,029	7,500
5300	CONTRACTUAL SERVICES	27,079	43,819	88,247	137,648	137,648	18,114	60,415	137,648
5400	OTHER EXPENSES	3,022	1,578	3,169	7,000	7,000	3,786	1,553	7,000
5700	CAPITAL OUTLAYS	12,158	18,488	7,371	25,000	25,000	14,688	6,416	25,000
Totals for dept 80400 - PLANNING		422,267	466,449	434,867	574,189	474,189	192,832	222,418	552,148
Dept 91116 - ADA PROJECT 2011-2012									
5300	CONTRACTUAL SERVICES	291	3,036	1,911	20,000	20,000	2,394	-	20,000
Totals for dept 91116 - ADA PROJECT 2011-2012		291	3,036	1,911	20,000	20,000	2,394	-	20,000

BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 2ND QUARTER 2018-19 REFORECAST

GL NUMBER AND DGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
Dept 91120 - VOIP PHONE SYSTEM									
5700	CAPITAL OUTLAYS	19,400	19,400					-	
Totals for dept 91120 - VOIP PHONE SYSTEM		19,400	19,400					-	
Dept 91412 - CITY HALL REPLACEMENT WINDOWS									
5300	CONTRACTUAL SERVICES	5,400	3,591						
Totals for dept 91412 - CITY HALL REPLACEMENT WINDO		5,400	3,591						
Dept 91505 - MARSH FIELD BLEACHERS									
5300	CONTRACTUAL SERVICES	23,256							
Totals for dept 91505 - MARSH FIELD BLEACHERS		23,256							
Dept 91508 - LED CONVERSION DOWNTOWN									
5300	CONTRACTUAL SERVICES	114,705	270,000		295,000	540,000	514,089	-	540,000
Totals for dept 91508 - LED CONVERSION DOWNTOWN		114,705	270,000		295,000	540,000	514,089	-	540,000
Dept 91512 - KRUSE PARK BOARDWALK REPAIRS									
5300	CONTRACTUAL SERVICES	22,843							
Totals for dept 91512 - KRUSE PARK BOARDWALK REPAIR		22,843							
Dept 91701 - PARKING LOT@JEFFERSON/WESTERN									
5300	CONTRACTUAL SERVICES		10,351	2,994			0	1,032	
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN			10,351	2,994			0	1,032	
Dept 91703 - ROOF@ LC WALKER ARENA									
5300	CONTRACTUAL SERVICES		19,700	1,590			0	1,590	
Totals for dept 91703 - ROOF@ LC WALKER ARENA			19,700	1,590			0	1,590	
Dept 91704 - CITY HALL BUILDING WASH									
5300	CONTRACTUAL SERVICES			69,297			0	69,297	
Totals for dept 91704 - CITY HALL BUILDING WASH				69,297			0	69,297	
Dept 91705 - ACTIVE.NET									
5300	CONTRACTUAL SERVICES		13,200			0	0		
Totals for dept 91705 - ACTIVE.NET			13,200			0	0		
Dept 91709 - TELEPHONE SYSTEM UPGRADE									
5700	CAPITAL OUTLAYS		23,508	13,360			0	13,360	
Totals for dept 91709 - TELEPHONE SYSTEM UPGRADE			23,508	13,360			0	13,360	
Dept 91721 - IMAGINE MUSKOGON LAKE									
5300	CONTRACTUAL SERVICES			20,026			0	20,026	
Totals for dept 91721 - IMAGINE MUSKOGON LAKE				20,026			0	20,026	
Dept 91805 - CITY HALL ROOF REPAIR 2018									
5700	CAPITAL OUTLAYS			16,282		0	25,518	16,282	
Totals for dept 91805 - CITY HALL ROOF REPAIR 2018				16,282			25,518	16,282	
Dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A									
5300	CONTRACTUAL SERVICES			4,915	75,000	120,000	128,389	-	128,389
Totals for dept 91814 - MCGRAFT PARK - RESURFACING PARKING LOT A				4,915	75,000	120,000	128,389	-	128,389
Dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER									
5300	CONTRACTUAL SERVICES						21,248		21,248
Totals for dept 91816 - IRRIGATION SYSTEMS , CITY HALL AND OTHER							21,248		21,248
Dept 91817 - CENTRAL STATION UPGRADES									
5300	CONTRACTUAL SERVICES					0	0		
Totals for dept 91817 - CENTRAL STATION UPGRADES						0	0		
Dept 91818 - GIS FOR LAKESIDE									
5300	CONTRACTUAL SERVICES				35,000	35,000	0	-	35,000
Totals for dept 91818 - GIS FOR LAKESIDE					35,000	35,000	0	-	35,000
Dept 91827 - IMPROVEMENT AT SMITH RYERSON									
5300	CONTRACTUAL SERVICES				-	55,000	3,749	-	96,726
Totals for dept 91818 - GIS FOR LAKESIDE					-	55,000	3,749	-	96,726
Dept 91829 - ROOF REPLACEMENT MAUSOLEUM									
5300	CONTRACTUAL SERVICES				-	100,000	98,095	-	100,000
Totals for dept 91829 - ROOF REPLACEMENT MAUSOLEUM					-	100,000	98,095	-	100,000
Dept 99152 - DOJ JAG GRANT MUSKOGON HEIGHTS									

**BUDGET REPORT FOR CITY OF MUSKEGON
GENERAL FUND 2ND QUARTER 2018-19 REFORECAST**

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL EXPENSES	Jan 31, 2018 ACTUAL EXPENSE	2018-19 2ND QUARTER REFORECAST
5300	CONTRACTUAL SERVICES	17,363	9,029	10,056			6,927	10,056	
Totals for dept 99152 - DOJ JAG GRANT MUSKEGON HEIG		17,363	9,029	10,056			6,927	10,056	
TOTAL EXPENDITURES		25,628,426	27,025,083	28,385,539	28,864,381	28,671,432	15,562,740	14,911,085	28,460,863

NET OF REVENUES/EXPENDITURES - FUND 101	227,825	27,488	344,379	9,785	94,734	(2,627,494)	(1,449,924)	167,479
BEGINNING FUND BALANCE	6,103,495	6,331,308	6,358,796	6,710,748	6,710,745	6,358,804	6,710,748	6,710,748
ENDING FUND BALANCE	6,331,320	6,358,796	6,703,175	6,720,533	6,741,053	3,731,310	5,260,824	6,878,227

BUDGET REPORT FOR CITY OF MUSKEGON
STREET FUNDS BUDGET 2018-19 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
MAJOR STREETS AND TRUNKLINE FUNDS									
ESTIMATED REVENUES									
Dept 00000									
202-00000-4161	SPECIAL ASSESSMENTS	46,603	33,852	6,676			0	0	
202-00000-4300	FEDERAL GRANTS	239,952	400,000	728,782	880,000	880,000	0	0	880,000
202-00000-4400	STATE GRANTS	1,898,362							
202-00000-4531	STATE RECEIPT MAJORS	3,015,482	2,909,807	3,908,126	3,921,906	4,487,671	2,160,941	1,454,062	4,487,671
204-00000-4532	STATE RECEIPT TRUNKLINE	171,373	208,128	166,848	196,000	196,000	31,601	31,970	196,000
202-00000-4535	LRP LOCAL ROADS PROGRAM	79,920	79,894		79,000	79,000	35,147	33,275	79,000
202-00000-4651	REIMBURSEMENT		33,124						
202-00000-4800	MISC. & SUNDRY	22,693	23,320	101,220	71,000	71,000	84,835	40,893	71,000
202-00000-4802	REIMB-SERVICES RENDERED	47,126	33,787						
202-00000-4805	CONTRIBUTIONS	7,000							
202-00000-4901	OP. TRANSFER FROM GENERAL FUND			200,000				0	
202-00000-4970	INTEREST INCOME	10,908	9,069	9,893	10,000	10,000	5,339	4,909	10,000
202-00000-4973	INTEREST ON ASSESSMENTS	1,919	2,169						
Totals for dept 00000 -		5,541,338	3,733,150	5,121,545	5,157,906	5,723,671	2,317,863	1,565,109	5,723,671
TOTAL ESTIMATED REVENUES		5,541,338	3,733,150	5,121,545	5,177,751	5,723,671	2,317,863	1,565,109	5,723,671
EXPENDITURES									
5100	SALARIES & BENEFITS	556,921	508,808	599,913	637,195	637,195	280,888	333,236	637,195
5200	SUPPLIES	237,593	267,332	233,907	271,000	271,000	101,615	76,999	271,000
5300	CONTRACTUAL SERVICES	2,894,407	2,490,835	880,990	950,000	950,000	380,479	448,641	950,000
5400	OTHER EXPENSES	6,093	1,146	1,741	3,500	3,500	635	1,463	3,500
5900	OTHER FINANCING USES	231,371	680,450	229,483	0		223,327	216,373	
Totals for dept 60950 - SHOULDER MAINTENANCE		3,926,385	3,948,571	1,946,034	1,861,695	1,861,695	986,944	1,076,712	1,861,695
Dept 90011									
5300	CONTRACTUAL SERVICES				370,000	400,000	0	1,947	95,000
Totals for dept 90011 -					370,000	400,000	0	1,947	95,000
Dept 90124 - FOURTH STREET HOUSTON TO MUSKEGON									
5300	CONTRACTUAL SERVICES	96,964	246						
Totals for dept 90124 - FOURTH STREET HOUSTON TO MUSKE		96,964	246						
Dept 91115 - SPEED LIMIT EVALUATION									
5300	CONTRACTUAL SERVICES			1,947					
Totals for dept 91115 - SPEED LIMIT EVALUATION				1,947					
Dept 91208 - LATIMER DR, PORT CITY BLVD TO BLACK CREE									
5300	CONTRACTUAL SERVICES	344,484							
Totals for dept 91208 - LATIMER DR, PORT CITY BLVD TO BLAC		344,484							
Dept 91316 - SHERMAN @ GLENSIDE TRAFFIC SIGNAL									
5300	CONTRACTUAL SERVICES	26,134							
Totals for dept 91316 - SHERMAN @ GLENSIDE TRAFFIC SIGNA		26,134							
Dept 91318 - GETTY ST, EVANSTON TO APPLE									
5300	CONTRACTUAL SERVICES	842,712	3,096						
Totals for dept 91318 - GETTY ST, EVANSTON TO APPLE		842,712	3,096						
Dept 91323 - APPLE/US31 ON RAMP									
5300	CONTRACTUAL SERVICES			57				57	
Totals for dept 91323 - APPLE/US31 ON RAMP				57				57	
Dept 91408 - HENRY ST, SHERMAN TO HACKLEY									
5300	CONTRACTUAL SERVICES	149,418							
Totals for dept 91408 - HENRY ST, SHERMAN TO HACKLEY		149,418							
Dept 91411 - US31BR, W SHERMAN TO SHORELINE DR									
5300	CONTRACTUAL SERVICES	30,181							
Totals for dept 91411 - US31BR, W SHERMAN TO SHORELINE D		30,181							
Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR									
5300	CONTRACTUAL SERVICES	64,552	1,392,408	1,087				2,082	
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHOR		64,552	1,392,408	1,087				2,082	
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON									
5300	CONTRACTUAL SERVICES	11,361	41,352	1,004,970	900,000	600,000	589,857	2,651	600,000
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON		11,361	41,352	1,004,970	900,000	600,000	589,857	2,651	600,000
Dept 91513 - ROBERTS STREET SIDEWALK									
5300	CONTRACTUAL SERVICES	2,855	12,553						
Totals for dept 91513 - ROBERTS STREET SIDEWALK		2,855	12,553						
Dept 91601 - GLENSIDE - SHERMAN TO GLEN									
5300	CONTRACTUAL SERVICES		294,117	133,219				133,219	
Totals for dept 91601 - GLENSIDE - SHERMAN TO GLEN			294,117	133,219				133,219	
Dept 91605 - TRAFFIC STUDIES									
5300	CONTRACTUAL SERVICES		3,058	3,906			92,513	3,428	175,000
Totals for dept 91605 - TRAFFIC STUDIES			3,058	3,906			92,513	3,428	175,000

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
Dept 91702 - BLACK CREEK - SHERMAN TO LATIMER									
5300	CONTRACTUAL SERVICES		2,284	41,915	475,000	475,000	311,003	10,887	475,000
Totals for dept 91702 - BLACK CREEK - SHERMAN TO LATIMER			2,284	41,915	475,000	475,000	311,003	10,887	475,000
Dept 91711 - LAKESHORE DR, MCCracken TO LAKETON									
5300	CONTRACTUAL SERVICES			73,397	2,580,000	3,750,000	201,900	30,615	3,000,000
Totals for dept 91711 - LAKESHORE DR, MCCracken TO LAKETON				73,397	2,580,000	3,750,000	201,900	30,615	3,000,000
Dept 91724 - FRANKLIN, WESTERN MI FRANKIN TO LSD									
5300	CONTRACTUAL SERVICES			2,340				413	
Totals for dept 91724 - FRANKLIN, WESTERN MI FRANKIN TO LSD				2,340				413	
Dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS									
5300	CONTRACTUAL SERVICES			7,437				2,824	
Totals for dept 91725 - LAKESHORE, BEACH WILCOX TO WATERWORKS				7,437				2,824	
Dept 91821 - 2018 CIP PREVENTIVE MAINT									
5300	CONTRACTUAL SERVICES			7,622	540,000	350,000	362,685		362,685
Totals for dept 91821 - 2018 CIP PREVENTIVE MAINT				7,622	540,000	350,000	362,685		362,685
Dept 91831 - REMEMBRANCE DR EXTENSION									
5300	CONTRACTUAL SERVICES			0	498,000	437,000	412,668		456,126
Totals for dept 91831 - REMEMBRANCE DR EXTENSION				0	498,000	437,000	412,668		456,126
Dept 91842 - SHERIDAN & OLTHOFF									
5300	CONTRACTUAL SERVICES			0	-	-	18,462	0	50,000
Totals for dept 91842 - SHERIDAN & OLTHOFF				0	-	-	18,462	0	50,000
Dept 91843 - THIRD ST, MUSKOGON TO MERRILL									
5300	CONTRACTUAL SERVICES			0			9,233		30,000
Totals for dept 91843 - THIRD ST, MUSKOGON TO MERRILL				0			9,233		30,000
Dept 91844 - 1ST STREET, SOUTH END BETWEEN CLAY & WESTERN									
5300	CONTRACTUAL SERVICES			0			1,161		10,000
Totals for dept 91844 - 1ST STREET, SOUTH END BETWEEN CLAY & WESTERN				0			1,161		10,000
Dept 91858 - MUSKOGON & WEBSTER RESTRIPPING									
5300	CONTRACTUAL SERVICES			0	0	0	760		30,000
Totals for dept 91858 - MUSKOGON & WEBSTER RESTRIPPING				0	0	0	760		30,000
Dept 91859 - PECK & SANFORD 2 WAY CONVERSION									
5300	CONTRACTUAL SERVICES			0	0	0	3,087		200,000
Totals for dept 91859 - PECK & SANFORD 2 WAY CONVERSION				0	0	0	3,087		200,000
Dept 96021 - BRIDGE INSPECTION									
5300	CONTRACTUAL SERVICES	240	720	800				800	
Totals for dept 96021 - BRIDGE INSPECTION		240	720	800				800	
Dept 97031									
5300	CONTRACTUAL SERVICES			946				946	
Totals for dept 97031				946				946	
Dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (KEATING TO									
5300	CONTRACTUAL SERVICES	13,863		4,145				4,145	25,000
Totals for dept 99118 - MUSKETAWA TRAIL CONNECTOR 1B (K		13,863		4,145				4,145	25,000
TOTAL EXPENDITURES		5,314,825	3,948,571	3,229,822	7,224,695	7,873,695	2,990,273	1,266,581	6,850,506
NET OF REVENUES/EXPENDITURES - FUND 202		55,140	(423,549)	1,891,723	(658,119)	(2,150,024)	(672,410)	298,528	(1,126,835)
BEGINNING FUND BALANCE		2,234,555	2,289,693	1,872,934	3,764,657	3,764,657	3,764,657	1,872,934	3,764,657
FUND BALANCE ADJUSTMENTS			6,790						
ENDING FUND BALANCE		2,289,695	1,872,934	3,764,657	3,106,538	1,614,633	3,092,247	2,171,462	2,637,822

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
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Fund 203 - LOCAL STREETS

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

TOTAL ESTIMATED REVENUES		929,253	1,469,014	2,110,462	1,463,179	1,463,179	103,008	171,909	1,463,179
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EXPENDITURES									
5100	SALARIES & BENEFITS	545,552	580,928	645,467	704,974	704,974	348,528	354,335	704,974
5200	SUPPLIES	121,994	78,181	83,032	140,000	140,000	50,663	45,394	140,000
5300	CONTRACTUAL SERVICES	676,948	673,437	680,956	720,000	720,000	332,521	401,650	720,000
5400	OTHER EXPENSES	660	1,312	3,015	2,500	2,500	150	0	2,500
Totals for dept 60950 - SHOULDER MAINTENANCE		1,345,154	1,333,858	1,412,470	1,567,474	1,567,474	731,862	801,379	1,567,474

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

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

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

Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD									
5300	CONTRACTUAL SERVICES			88,527	0		0	85,269	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD				88,527	0		0	85,269	

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

Dept 91821 - CIP PREVENTIVE MAINT									
5300	CONTRACTUAL SERVICES			249	200,000	55,000	53,480	0	53,480
Totals for dept 91821 - CIP PREVENTIVE MAINT				249	200,000	55,000	53,480	0	53,480

Dept 91822 - FOREST AVE, PECK TO CLINTON									
5300	CONTRACTUAL SERVICES			799	0		24,165	0	24,165
Totals for dept 91822 - FOREST AVE, PECK TO CLINTON				799	0		24,165	0	24,165

Dept 91841 - marsh & walton									
5300	CONTRACTUAL SERVICES			0	0		10,242		
Totals for dept 91841 - marsh & walton				0	0		10,242		

TOTAL EXPENDITURES		1,400,233	1,347,893	1,554,629	1,917,474	1,772,474	819,749	886,648	1,795,119
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NET OF REVENUES/EXPENDITURES - FUND 203		(470,980)	121,121	555,833	(454,295)	(309,295)	(716,741)	(714,739)	(331,940)
BEGINNING FUND BALANCE		706,676	235,693	358,655	914,488	914,488	914,488	358,653	914,488
FUND BALANCE ADJUSTMENTS			1,841						
ENDING FUND BALANCE		235,696	358,655	914,488	460,193	605,193	197,747	(356,086)	582,548

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2018-19 BUDGET 2nd QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL EXPENDITURES	JAN 31, 2018 ACTUAL EXPENDITURES	2018-19 2ND QUARTER REFORECAST
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252 - FARMERS MARKET AND KITCHEN 242

ESTIMATED REVENUES

Dept 00000									
252-00000-4300	FEDERAL GRANTS		26,268	8,264			0		
252-00000-4400	STATE GRANTS		121,180	78,820		0	0		
252-00000-4663	FLEA MARKET AT FARMERS MARKET		23,642	19,792	23,000	23,000	13,354	11,709	23,000
252-00000-4664	FARMERS MARKET INCOME		60,212	93,859	70,000	70,000	47,654	52,251	70,000
252-00000-4680	ADVERTISING REVENUE		400	550	1,000	1,000	0	150	1,000
252-00000-4690	KITCHEN 242 RENTAL		14,634	23,501	25,000	25,000	14,691	14,177	25,000
252-00000-4693	FARMERS MARKET EVENT RENTAL		1,500	2,330	3,000	3,000	315	2,330	3,000
252-00000-4694	FARMERS MARKET EBT FEES		2,662	3,641	3,000	3,000	2,819	3,011	3,000
252-00000-4696	RETRO MARKET RENTAL FEES		1,250	2,175	1,250	1,250	853	800	1,250
252-00000-4699	FOOD HUB		3,419	38,259	35,000	35,000	7,349	11,253	35,000
252-00000-4800	MISC. & SUNDRY		1,278			0			
252-00000-4805	CONTRIBUTIONS		5,849	7,990	20,000	20,000	3,521	16,483	20,000
252-00000-4814	PROMOTIONAL PRODUCTS		1,807	1,809	2,000	2,000	798	1,258	2,000
252-00000-4840	FRIENDS OF THE MARKET					0			
252-00000-4845	FUNDRAISING REVENUE		24,386	62,967	40,000	40,000	25,586	21,148	40,000
252-00000-4901	OP. TRANS FROM GENERAL FUND		50,000	20,000	35,000	35,000	0	-	35,000
252-00000-4970	INTEREST INCOME		1	64	50	50	114	59	50
Totals for dept 00000 -			338,488	364,021	258,300	258,300	117,054	134,629	258,300

TOTAL ESTIMATED REVENUES			338,488	364,021	258,300	258,300	117,054	134,629	258,300
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EXPENDITURES

Dept 70863 - FARMERS & FLEA MARKET									
5100	SALARIES & BENEFITS		22,900	40,905	75,522	75,522	30,475	11,518	75,522
5200	SUPPLIES		14,001	4,998	19,650	19,650	17,258	726	19,650
5300	CONTRACTUAL SERVICES		131,949	194,578	121,381	121,381	93,373	112,148	121,381
5400	OTHER EXPENSES		2,564	2,056	2,000	2,000	276	1,205	2,000
5700	CAPITAL OUTLAYS		124,579	90,053	1,000	1,000	16,244	84,560	1,000
Totals for dept 70863 - FARMERS & FLEA MARKET			295,993	332,590	219,553	219,553	157,626	210,157	219,553

Dept 70867 - FDA GRANT FARMERS MARKET

5100	SALARIES & BENEFITS		3,864						
5300	CONTRACTUAL SERVICES		22,405	22,996			0	22,996	-
Totals for dept 70867 - FDA GRANT FARMERS MARKET			26,269	22,996			0	22,996	

TOTAL EXPENDITURES			322,262	355,586	219,553	219,553	157,626	233,153	219,553
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NET OF REVENUES/EXPENDITURES - FUND 252			16,226	8,435	38,747	38,747	(40,572)	(98,524)	38,747
BEGINNING FUND BALANCE				16,226	24,661	24,661	24,661	24,661	24,661
ENDING FUND BALANCE			16,226	24,661	63,408	69,188	(15,911)	(73,863)	63,408

Fund 254 - L C WALKER ARENA

ESTIMATED REVENUES

Dept 00000									
254-00000-4619	MISC. SALES AND SERVICES	74,747	48,755	56,574	50,000	50,000	18,235	21,635	50,000
254-00000-4610	ANNEX REVENUE						6,670		
254-00000-4646	PUBLIC SKATING	2,741							
254-00000-4647	MERCHANDISE - ARENA						20,106		
254-00000-4651	REIMBURSEMENT	69,951	59,810	1,033			0	1,033	
254-00000-4665	ADVERTISING REVENUE		10,470	7,537	7,500	24,000	62,000	7,537	24,000
254-00000-4666	PARKING LOT RENTAL - WESTERN AVENUE	558	9,036	835		0	10,120	835	
254-00000-4667	PARKING LOT RENTAL	16,935	29,798	33,025	22,000	22,000	7,320	14,485	22,000
254-00000-4677	RENT	53,761	172,641	146,688	215,000	215,000	119,619	80,750	215,000
254-00000-4691	ARENA EVENT REVENUE	133,049	194,149	289,366	230,000	230,000	32,200	95,097	230,000
254-00000-4692	ARENA MAINTENANCE CHARGE	37,500							
254-00000-4695	SHOP RENTAL	2,400	1,800	623	1,000	1,000	302	426	1,000
254-00000-4696	CONCESSION NON ALCOHOLIC	237,693	247,612	253,643	250,000	250,000	97,822	107,591	250,000
254-00000-4697	ALCOHOLIC BEVERAGE	136,153	183,682	191,890	200,000	200,000	89,838	92,573	200,000
254-00000-4698	ICE HOCKEY RENTAL	144,978	161,245	172,233	170,000	170,000	90,747	88,560	170,000
254-00000-4800	MISC. & SUNDRY	1,198	4,332	163	3,000	3,000	803	197	3,000
254-00000-4801	CASH OVER/SHORT	(431)	183	482					
254-00000-4808	SALE OF PROPERTY AND EQUIPMENT	6,313							
254-00000-4901	OP. TRANS FROM GENERAL FUND	485,000	305,000	450,000	235,000	235,000	0	-	235,000
254-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	279,832							
254-00000-4970	INTEREST INCOME	528	738	19			0	19	
Totals for dept 00000 -		1,682,906	1,429,251	1,604,111	1,383,500	1,400,000	555,782	510,738	1,400,000

TOTAL ESTIMATED REVENUES		1,682,906	1,429,251	1,604,111	1,383,500	1,400,000	555,782	510,738	1,400,000
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GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL EXPENDITURES	JAN 31, 2019 ACTUAL EXPENDITURES	2018-19 2ND QUARTER REFORECAST
EXPENDITURES									
Dept 70805 - L C WALKER ARENA									
5100	SALARIES AND BENEFITS	0	0	0	0	80,000	28,356	-	80,000
5200	SUPPLIES	172,307	189,640	236,783	190,000	190,000	151,009	122,143	190,000
5300	CONTRACTUAL SERVICES	1,069,316	1,192,391	1,330,371	1,200,000	1,200,000	570,909	660,029	1,200,000
5400	OTHER EXPENSES			13				13	
5700	CAPITAL OUTLAYS	150,957	101,402	117,010	50,000	50,000	52,518	170,267	50,000
Totals for dept 70805 - L C WALKER ARENA		1,392,580	1,483,433	1,684,177	1,440,000	1,520,000	802,792	952,452	1,520,000
Dept 90135 - ANNEX REPAIR									
5700	CAPITAL OUTLAYS	43,300	53,777						
Totals for dept 90135 - ANNEX REPAIR		43,300	53,777						
Dept 93015									
5300	CONTRACTUAL SERVICES		15,750						
Totals for dept 93015 -			15,750						
TOTAL EXPENDITURES		1,435,880	1,552,960	1,684,177	1,440,000	1,520,000	802,792	952,452	1,520,000
NET OF REVENUES/EXPENDITURES - FUND 254		247,026	(123,709)	(80,066)	(56,500)	(120,000)	(247,010)	(441,714)	(120,000)
BEGINNING FUND BALANCE			247,028	123,319	43,253	43,253	43,253	43,253	43,253
ENDING FUND BALANCE		247,026	123,319	43,253	(13,247)	(76,747)	(203,757)	(398,461)	(76,747)
Fund 264 - CRIMINAL FORFEITURES									
ESTIMATED REVENUES									
Dept 00000									
264-00000-4804	CRIMINAL FORFEITURES/POLICE		12,745	908	1,000	1,000	25,652	-	1,000
264-00000-4970	INTEREST INCOME	759	678	535	400	400	69	332	400
Totals for dept 00000 -		759	13,423	1,443	1,400	400	25,721	332	1,400
TOTAL ESTIMATED REVENUES		759	13,423	1,443	1,400	400	25,721	332	1,400
EXPENDITURES									
Dept 40333 - POLICE DRUG FORFEITURES									
5700	CAPITAL OUTLAYS	20,258	30,383	76,984	50,000	50,000	36,665	24,647	50,000
Totals for dept 40333 - POLICE DRUG FORFEITURES		20,258	30,383	76,984	50,000	50,000	39,070	24,647	50,000
TOTAL EXPENDITURES		20,258	30,383	76,984	50,000	50,000	39,070	24,647	50,000
NET OF REVENUES/EXPENDITURES - FUND 264		(19,499)	(16,960)	(75,541)	(48,600)	(49,600)	(13,349)	(24,315)	(48,600)
BEGINNING FUND BALANCE		157,146	137,647	120,687	45,146	45,146	120,687	45,146	45,146
ENDING FUND BALANCE		137,647	120,687	45,146	(3,454)	(4,454)	74,641	20,831	(3,454)
Fund 285 - TREE REPLACEMENT									
ESTIMATED REVENUES									
Dept 00000									
285-00000-4400	STATE GRANTS	1,590	1,302						
285-00000-4800	MISC. & SUNDRY								
285-00000-4802	REIMB:SERVICES RENDERED				5,000	5,000	2,500	2,500	5,000
285-00000-4805	CONTRIBUTIONS		2,500	2,700					
285-00000-4970	INTEREST INCOME	9	5	3		0	2	2	
Totals for dept 00000 -		1,599	3,807	2,703	5,000	5,000	2,502	2,502	5,000
TOTAL ESTIMATED REVENUES		1,599	3,807	2,703	5,000	5,000	2,502	2,502	5,000
EXPENDITURES									
Dept 70771 - FORESTRY									
5100	SALARIES & BENEFITS		681	668			0	668	
5200	SUPPLIES	1,890	2,378	2,032	5,000	133	4,021	3,480	5,000
5300	CONTRACTUAL SERVICES		471	0			0	1,274	
Totals for dept 70771 - FORESTRY		1,890	3,530	2,700	5,000	133	4,021	-	-
TOTAL EXPENDITURES		1,890	3,530	2,700	5,000	133	4,021	5,422	5,000
NET OF REVENUES/EXPENDITURES - FUND 285		(291)	277	3		4,867	(1,519)	(2,920)	-
BEGINNING FUND BALANCE		1,362	1,071	1,348	1,351				

Fund 290 - LOCAL DEVELOPMENT FIN AUTH 3

BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2018-19 BUDGET 2nd QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL EXPENDITURES	JAN 31, 2018 ACTUAL EXPENDITURES	2018-19 2ND QUARTER REFORECAST
ESTIMATED REVENUES									
Dept 00000									
290-00000-4100	PROPERTY TAX	95,372	96,282	96,472	96,472	96,472	0	-	96,472
290-00000-4809	REIMBURSEMENT STATE		2,998	2,975	2,950		2,871	2,975	2,950
290-00000-4841	GRANT: COMMUNITY FOUNDATION	75,000	75,000			0	0		
290-00000-4901	OP. TRANS FROM GENERAL FUND	265,000	275,000	350,026	350,000	350,000	175,055	160,443	350,000
290-00000-4970	INTEREST INCOME	87	55		100	100	0	-	100
Totals for dept 00000 -		435,459	449,335	449,473	449,522	449,522	177,926	163,418	449,522

TOTAL ESTIMATED REVENUES		435,459	449,335	449,473	449,522	449,522	177,926	163,418	449,522
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EXPENDITURES									
Dept 30906 - DEBT SERVICE									
5900	OTHER FINANCING USES	252,924	247,166	67,553	456,100	456,100	75,266	135,973	456,100
Totals for dept 30906 - DEBT SERVICE		252,924	247,166	67,553	456,100	456,100	75,266	135,973	456,100

TOTAL EXPENDITURES		252,924	247,166	67,553	456,100	456,100	75,266	135,973	456,100
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NET OF REVENUES/EXPENDITURES - FUND 290		182,535	202,169	381,920	(6,578)	(6,578)	102,660	27,445	(6,578)
BEGINNING FUND BALANCE		(1,470,090)	(1,287,555)	(1,085,886)	(703,466)	(703,466)	(703,466)	(703,466)	(703,466)
ENDING FUND BALANCE		(1,287,555)	(1,085,886)	(703,466)	(710,044)	(710,044)	(600,806)	(676,021)	(710,044)

Fund 295 - BROWNFIELD AUTHORITY (BETTEN)

ESTIMATED REVENUES									
Dept 00000									
295-00000-4100	PROPERTY TAX	130,985	131,258	134,385	134,385	134,385	0	-	134,385
295-00000-4809	REIMBURSEMENT STATE	5,570	6,401	6,361	6,400	6,400	4,362	6,361	6,400
295-00000-4970	INTEREST INCOME	274	81	101	100	100	0	30	100
Totals for dept 00000 -		136,829	137,740	140,847	140,885	140,885	4,362	6,391	140,885

TOTAL ESTIMATED REVENUES		136,829	137,740	140,847	140,885	140,885	4,362	6,391	140,885
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EXPENDITURES									
Dept 30906 - DEBT SERVICE									
5300	CONTRACTUAL SERVICES	(7,803)							
5900	OTHER FINANCING USES	42,499	38,728	34,834	30,813	30,813	30,813	34,834	30,813
Totals for dept 30906 - DEBT SERVICE		34,696	38,728	34,834	30,813	30,813	30,813	34,834	30,813

Dept 70808 - MAREC BUILDING									
5900	OTHER FINANCING USES				0	0	0		
Totals for dept 70808 - MAREC BUILDING					0	0	0		

TOTAL EXPENDITURES		34,696	38,728	34,834	30,813	30,813	30,813	34,834	30,813
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NET OF REVENUES/EXPENDITURES - FUND 295		102,133	99,012	106,013	110,072	110,072	(26,451)	(28,443)	110,072
BEGINNING FUND BALANCE		(1,252,553)	(1,150,420)	(1,051,408)	(945,395)	(945,395)	(945,395)	(945,395)	(945,395)
ENDING FUND BALANCE		(1,150,420)	(1,051,408)	(945,395)	(835,323)	(835,323)	(971,846)	(973,838)	(835,323)

Fund 296 - BROWNFIELD AUTHORITY (FORMER MALL SITE)

ESTIMATED REVENUES									
Dept 00000									
296-00000-4100	PROPERTY TAX	160,414	164,982	162,184	164,000	164,000	0	-	164,000
296-00000-4809	REIMBURSEMENT STATE	35	754	773	750	750	5,022	773	750
296-00000-4970	INTEREST INCOME	154	126	108		0	13	4	
Totals for dept 00000 -		160,603	165,862	163,065	164,750	164,750	5,035	777	164,750

TOTAL ESTIMATED REVENUES		160,603	165,862	163,065	164,750	164,750	5,035	777	164,750
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EXPENDITURES									
Dept 30906 - DEBT SERVICE									
5300	CONTRACTUAL SERVICES	(10,255)							
Totals for dept 30906 - DEBT SERVICE		(10,255)							

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

TOTAL EXPENDITURES		142,745	182,650	154,800	162,000	162,000	0	-	162,000
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NET OF REVENUES/EXPENDITURES - FUND 296		17,858	(16,788)	11,062	2,750	2,750	5,035	777	2,750
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BUDGET REPORT FOR CITY OF MUSKEGON
SPECIAL REVENUE FUNDS 2018-19 BUDGET 2nd QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL EXPENDITURES	JAN 31, 2018 ACTUAL EXPENDITURES	2018-19 2ND QUARTER REFORECAST
BEGINNING FUND BALANCE		110	17,967	1,179	12,241	12,241	12,241	12,241	12,241
ENDING FUND BALANCE		17,968	1,179	12,241	14,991	14,991	17,276	13,018	14,991

Fund 298 - BROWNFIELD AUTHORITY TERRACE POINT

ESTIMATED REVENUES

Dept 00000

298-00000-4100	PROPERTY TAX		27,815	150,863	200,000	238,500	0	-	238,500
298-00000-4970	INTEREST INCOME			134		0	194	5	
Totals for dept 00000 -			27,815	150,997	200,000	238,500	194	5	238,500

TOTAL ESTIMATED REVENUES			27,815	150,997	200,000	238,500	194	5	238,500
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EXPENDITURES

Dept 70809 - TERRACE POINT LANDING

5300	CONTRACTUAL SERVICES		26,148	141,614	200,000	200,000	9,249	-	200,000
Totals for dept 70809 - TERRACE POINT LANDING			26,148	141,614	200,000	200,000	9,249	-	200,000

TOTAL EXPENDITURES			26,148	141,614	32,000	200,000	9,249	-	200,000
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NET OF REVENUES/EXPENDITURES - FUND 298			1,667	9,383		38,500	(9,055)	5	38,500
BEGINNING FUND BALANCE				1,667	11,050	11,050	11,050	11,050	11,050
ENDING FUND BALANCE			1,667	11,050	11,050	1,667	1,995	11,055	49,550

Fund 257 - BUDGET STABILIZATION

ESTIMATED REVENUES

Dept 00000

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

TOTAL ESTIMATED REVENUES			0	0	0	0	0	-	-
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EXPENDITURES

Dept 70001-BUDGET STABILIZATION

5900	OTHER FINANCING		0	0					
Totals for dept 40333 - POLICE DRUG FORFEITURES			0	0					

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

BUDGET REPORT FOR CITY OF MUSKEGON
FINANCING AUTHORITIES 2018-19 BUDGET 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL REFORECAST	2018-19 1ST QUARTER REFORECAST
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394 - DOWNTOWN DEVELOPMENT AUTHORITY

ESTIMATED REVENUES									
Dept 00000									
394-00000-4100	PROPERTY TAX	227,201	99,531	(121,149)	800,000	1,167,778	0	0	1,167,778
394-00000-4809	REIMBURSEMENT STATE		47,549	47,192	47,000	47,000	0	0	47,000
394-00000-4901	OP. TRANS FROM GENERAL FUND	175,000	175,000	315,000	0		11	99,577	-
394-00000-4970	INTEREST INCOME	522	823	722	800	800	7	0	800
Totals for dept 00000 -		402,723	322,903	241,765	847,800	1,215,578	18	99,577	1,215,578
TOTAL ESTIMATED REVENUES		402,723	322,903	241,765	317,400	1,215,578	18	99,577	1,215,578

EXPENDITURES									
Dept 30906 - DEBT SERVICE									
5300	CONTRACTUAL SERVICES				0		5,000	0	
5900	OTHER FINANCING USES	29,607	17,751	7,873	750,000	1,000,000	2,500	3,492	1,000,000.00
Totals for dept 30906 - DEBT SERVICE		29,607	17,751	7,873	750,000	1,000,000	7,500	3,492	1,000,000.00
TOTAL EXPENDITURES		29,607	17,751	7,873	335,750	1,000,000	7,500	3,492	1,000,000.00
NET OF REVENUES/EXPENDITURES - FUND 394		373,116	305,152	233,892	(18,350)	215,578	(7,482)	96,085	215,578
BEGINNING FUND BALANCE		(1,906,678)	(1,533,561)	(1,228,409)	(994,517)	(994,517)	(994,517)	(994,517)	(994,517)
ENDING FUND BALANCE		(1,533,562)	(1,228,409)	(994,517)	(1,246,759)	(778,939)	(1,246,759)	(898,432)	(778,939)

305 - TAX INCREMENT FINANCE AUTHORITY

ESTIMATED REVENUES									
Dept 00000									
305-00000-4100	PROPERTY TAX	34,398	33,774	36,926	36,926	36,926	0	0	36,926
305-00000-4809	REIMBURSEMENT STATE		5,599	5,541	5,600	5,600	7,170	5,541	5,600
305-00000-4970	INTEREST INCOME	5		19			8	3	
Totals for dept 00000 -		34,403	39,373	42,486	42,526	42,526	7,178	5,544	42,526
TOTAL ESTIMATED REVENUES		34,403	39,373	42,486	42,526	42,526	7,178	5,544	42,526

EXPENDITURES									
Dept 30906 - DEBT SERVICE									
5900	OTHER FINANCING USES	36,000	34,000	40,000	40,000	40,000	23,333	23,333	40,000
Totals for dept 30906 - DEBT SERVICE		36,000	34,000	40,000	40,000	40,000	23,333	23,333	40,000
TOTAL EXPENDITURES		36,000	34,000	40,000	40,000	40,000	23,333	23,333	40,000
NET OF REVENUES/EXPENDITURES - FUND 305		(1,597)	5,373	2,486	2,526	2,526	(16,155)	(17,789)	2,526
BEGINNING FUND BALANCE		2,051	454	5,827	8,313	8,313	8,313	5,827	8,313
ENDING FUND BALANCE		454	5,827	8,313	5,127	10,839	(7,842)	(11,962)	10,839

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 2ND QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND DEGT CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL BUDGET	Jan 31, 2018 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
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FUND 404 - PUBLIC IMPROVEMENT FUND

ESTIMATED REVENUES

Dept 00000									
404-00000-4300	FEDERAL GRANTS				220,700	220,700	0	0	220,700
404-00000-4651	REIMBURSEMENT	510,737	378,535	362,225	450,000	450,000	0	1,500	450,000
404-00000-4656	SALES PROCEEDS	21,780	6,415	2,244	220,000	220,000	0	0	5,000
404-00000-4677	RENT		27,688	35,875			1,700	4,375	
404-00000-4800	MISC. & SUNDRY		735						
404-00000-4805	CONTRIBUTIONS		22,489	5,000			240,000	5,000	240,000
404-00000-4808	SALE OF LAND	65,971	786,990	706,293	100,000	500,000	843,247	558,754	850,000
404-00000-4845	FUNDRAISING REVENUE			0			1,680		
404-00000-4901	OP. TRANS FROM GENERAL FUND	750,000	1,000,000						
404-00000-4903	OP. TRANS FROM DEBT SERVICE FUNDS				700,000	1,000,000			1,000,000
404-00000-4970	INTEREST INCOME	4,146	6,123	8,817	7,500	7,500	1,339	6,306	7,500
404-00000-4971	GAIN ON INVESTMENT	979							
Totals for dept 00000 -		1,353,613	2,228,975	1,120,454	1,698,200	2,398,200	1,087,966	575,935	2,773,200

TOTAL ESTIMATED REVENUES		1,353,613	2,228,975	1,120,454	1,698,200	2,398,200	1,087,966	575,935	2,773,200
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EXPENDITURES

Dept 00000									
5300	CONTRACTUAL SERVICES			122					
Totals for dept 00000 -				122				0	-

Dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION

5300	CONTRACTUAL SERVICES								
5700	CAPITAL OUTLAYS			38,000	0		0	38,000	
Totals for dept 30936 - PUBLIC IMPROVEMENT ADMINISTRATION				38,000	0		0	38,000	

Dept 70856 - WESTERN AVENUE CHALETs

5200	SUPPLIES		667	386			0	386	
5300	CONTRACTUAL SERVICES		4,687	29,504			14,107	17,065	
Totals for dept 70856 - WESTERN AVENUE CHALETs			5,354	29,890			14,107	17,451	

Dept 80699 - ECONOMIC DEVELOPMENT

5300	CONTRACTUAL SERVICES			15,255				3,167	-
Totals for dept 80699 - ECONOMIC DEVELOPMENT				15,255				3,167	-

Dept 91005

5300	CONTRACTUAL SERVICES	1,986							
Totals for dept 91005 -		1,986							

Dept 91501 - NEIGHBORHOOD HOUSING PROJECT

5300	CONTRACTUAL SERVICES	107,187	33,377	19,761			2,361	10,853	
5700	CAPITAL OUTLAYS	1,590,009		769			127		
Totals for dept 91501 - NEIGHBORHOOD HOUSING PROJECT		1,697,196	33,377	20,530			2,488	10,853	

Dept 91504 - CLAY AVE, JEFFERSON TO 1ST

5300	CONTRACTUAL SERVICES	5,513	5,120	6,639			227	4,468	
5700	CAPITAL OUTLAYS	408,375							
Totals for dept 91504 - CLAY AVE, JEFFERSON TO 1ST		413,888	5,120	6,639			227	4,468	

Dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT

5700	CAPITAL OUTLAYS		150,220						
Totals for dept 91602 - ARENA ANNEX CAPITAL IMPROVEMENT			150,220						

Dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW

5100	SALARIES & BENEFITS		27,956	5,838			188	734	
5200	SUPPLIES		2,620	756					
5300	CONTRACTUAL SERVICES		74,935	4,966				1,403	
Totals for dept 91608 - IMPROVEMENT PROJECTS DONE BY DPW			105,511	11,560			188	2,137	

Dept 91612 - POP UP SHOPS

5300	CONTRACTUAL SERVICES		40	11,908			210		
5700	CAPITAL OUTLAYS		79,833	40,876			1,510	4,803	
Totals for dept 91612 - POP UP SHOPS			79,873	52,784			1,720	4,803	

Dept 91616 - WESTERN AVE DAY OF CARING

5200	SUPPLIES		14,817						
Totals for dept 91616 - WESTERN AVE DAY OF CARING			14,817						

Dept 91701 - PARKING LOT@JEFFERSON/WESTERN

5300	CONTRACTUAL SERVICES			257,102	0		30,841	0	
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BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 2ND QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND DEGT CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL BUDGET	Jan 31, 2018 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
Totals for dept 91701 - PARKING LOT@JEFFERSON/WESTERN				257,102	0		30,841	0	
Dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD									
5300	CONTRACTUAL SERVICES			328,487	50,000	50,000	175,291	248,038	50,000
Totals for dept 91712 - IMPROVEMENTS AT LC WALKER INCLUDING RAD				328,487	50,000	50,000	175,291	248,038	50,000
Dept 91713 - LC WALKER POS SYSTEM									
5700	CAPITAL OUTLAYS			91,000				15,364	
Totals for dept 91713 - LC WALKER POS SYSTEM				91,000				15,364	
Dept 91720 - TASTE OF MUSKEGON									
5200	SUPPLIES			12,430			642	17	
5300	CONTRACTUAL SERVICES			75,759			8,182	196	
Totals for dept 91720 - TASTE OF MUSKEGON				88,795			8,824	213	
Dept 91726 - CITY HALL UPGRADES									
5700	CAPITAL OUTLAYS			37,068	100,000	100,000	61,151		100,000
Totals for dept 91726 - CITY HALL UPGRADES				37,068	100,000	100,000	61,151		100,000
Dept 91801 - CONVENTION CENTER									
5300	CONTRACTUAL SERVICES			64,293			324,170	12,765	
Totals for dept 91801 - CONVENTION CENTER				64,293			324,170	12,765	
Dept 91802 - REHAB 1078 SECOND STREET									
5200	SUPPLIES			2,333					
5300	CONTRACTUAL SERVICES			113,574	33,000	33,000	97,102	64,241	
Totals for dept 91802 - REHAB 1078 SECOND STREET				115,907	33,000	33,000	97,102	64,241	97,000
Dept 91804 - MIDTOWN SQUARE PHASE II									
5300	CONTRACTUAL SERVICES			4,525				3,725	
Totals for dept 91804 - MIDTOWN SQUARE PHASE II				4,525				3,725	
Dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/									
5300	CONTRACTUAL SERVICES			157,360			152,226	0	
Totals for dept 91808 - LC WALKER GENERAL WORK (HEATING/COOLING/				157,360			152,226	0	
Dept 91810 - REHAB 1531 BEIDLER									
5200	SUPPLIES			6,997	73,000	73,000	124	0	73,000
Totals for dept 91810 - REHAB 1531 BEIDLER				6,997	73,000	73,000	124	0	73,000
Dept 91811 - 1639 FIFTH STREET									
5200	SUPPLIES							0	
Totals for dept 91811 - 1639 FIFTH STREET								0	
Dept 91812 - REHAB 1639 FIFTH STREET									
5200	SUPPLIES			9,736	0		0		
5300	CONTRACTUAL SERVICES				83,000	83,000	52,344		
Totals for dept 91812 - REHAB 1639 FIFTH STREET				9,736	83,000	83,000	52,344	0	83,000
Dept 91813 - REHAB 1290 WOOD									
5200	SUPPLIES			8,263			4,800		
Totals for dept 91813 - REHAB 1290 WOOD				8,263			4,800		
Dept 91815 - REHAB 248 MASON									
5200	SUPPLIES			10,975	59,500	59,500			59,500
Totals for dept 91815 - REHAB 248 MASON				10,975	59,500	59,500			59,500
Dept 91820 - PM PARK RECREATIONAL IMPROVEMENTS									
5300	CONTRACTUAL SERVICES			3,059	385,000	385,000	14,314		385,000
Totals for dept 91820 - PM PARK RECREATIONAL IMPROVEMENTS				3,059	385,000	385,000	14,314		385,000
Dept 91823 - REHAB 1188 4TH									
5300	CONTRACTUAL SERVICES						10,719		
5700	CAPITAL OUTLAYS			20,000			69,764		
Totals for dept 91823 - REHAB 1188 4TH				20,000			80,483	0	
Dept 91824 - 880 1ST STREET									
5300	CONTRACTUAL SERVICES			310,098			35,300		
Totals for dept 91824 - 880 1ST STREET				310,098			35,300		
Dept 91832 - COMMERCIAL DEMO									
5300	CONTRACTUAL SERVICES			105,000	50,000	50,000	121,000		50,000
Totals for dept 91832 - COMMERCIAL DEMO				105,000	50,000	50,000	121,000		50,000

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 2ND QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND DGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL BUDGET	Jan 31, 2018 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
Dept 91839 - LC WALKER IMPROVEMENTS (DDA)									
5300	CONTRACTUAL SERVICES			0	950,000	1,000,000	676,900		1,000,000
Totals for dept 91839 - LC WALKER IMPROVEMENTS (DDA)				0	950,000	1,000,000	676,900		1,000,000
Dept 91840 - PUBLIC RELATIONS									
5300	CONTRACTUAL SERVICES			0	0	0	4,200		-
Totals for dept 91839 - LC WALKER IMPROVEMENTS (DDA)				0	0	0	4,200		-
Dept 96051 - FIRE EQUIPMENT									
5700	CAPITAL OUTLAYS	(6,362)			575,000	575,000			575,000
Totals for dept 96051 - FIRE EQUIPMENT		(6,362)			575,000	575,000			575,000
Dept 91901 - SESQUICENTENNIAL CELEBRATION									
5200	SUPPLIES	0			0	0	31		-
5300	CONTRACTUAL SERVICES								-
Totals for dept 91901 - SESQUICENTENNIAL CELEBRATION		0			0	0	31		-
Dept 96053									
5400	OTHER EXPENSES			23,256				900	
Totals for dept 96053 -				23,256				900	
Dept 96054 - PROPERTY ACQUISITION									
5100	SALARIES & BENEFITS	2,176	798	1,640			246		
5300	CONTRACTUAL SERVICES	2,295	1,182	1,880			244		
5700	CAPITAL OUTLAYS	14,413	32,245	382,926			603	36,886	
Totals for dept 96054 - PROPERTY ACQUISITION		18,884	34,225	386,446			1,093	36,886	
TOTAL EXPENDITURES		2,125,592	428,497	2,203,147	2,358,531	2,408,500	1,858,924	463,011	2,472,500
NET OF REVENUES/EXPENDITURES - FUND 404		(771,979)	1,800,478	(1,082,693)	(660,331)	(10,300)	(770,958)	112,924	300,700
BEGINNING FUND BALANCE		1,066,378	294,399	2,094,877	1,012,184	1,012,184	1,012,184	2,094,874	1,012,184
ENDING FUND BALANCE		294,399	2,094,877	1,012,184	351,853	1,001,884	241,226	2,207,798	1,312,884

Fund 482 - STATE GRANTS

ESTIMATED REVENUES

Dept 00000									
482-00000-4300	FEDERAL GRANTS	32,733	260,076	140,354	28,000	28,000	89,966	120,204	28,000
482-00000-4400	STATE GRANTS	164,790	3,225	1,066,536	1,000,000		229,559	677,550	-
482-00000-4805	CONTRIBUTIONS						0	0	
482-00000-4970	INTEREST INCOME	1,228	1,055		1,200	1,200	0	0	1,200
Totals for dept 00000 -		198,751	264,356	1,206,890	1,029,200	29,200	319,525	797,754	29,200
TOTAL ESTIMATED REVENUES		198,751	264,356	1,206,890	1,029,200	29,200	319,525	797,754	29,200

EXPENDITURES

Dept 90000									
5300	CONTRACTUAL SERVICES				1,000,000		0	0	-
Totals for dept 90000 -					1,000,000		0	0	-
Dept 91310 - BLIGHT ELIMINATION GRANT									
5300	CONTRACTUAL SERVICES				0		0	0	
Totals for dept 91310 - BLIGHT ELIMINATION GRANT					0		0	0	
Dept 91506 - MSHDA DEMO GRANT									
5300	CONTRACTUAL SERVICES	162,127						0	
Totals for dept 91506 - MSHDA DEMO GRANT		162,127						0	
Dept 91507 - EPA GRANT									
5300	CONTRACTUAL SERVICES	30,116	152,243	140,354	28,000	28,000	91,966	70,329	28,000
Totals for dept 91507 - EPA GRANT		30,116	152,243	140,354	28,000	28,000	91,966	70,329	28,000
Dept 91514 - PLACEMAKING GRANT									
5200	SUPPLIES	2,663	3,225	1,095				1,095	
Totals for dept 91514 - PLACEMAKING GRANT		2,663	3,225	1,095				1,095	
Dept 91603 - GREEN INFRASTRUCTURE GRANT									
5300	CONTRACTUAL SERVICES	2,617	107,832					28,137	
Totals for dept 91603 - GREEN INFRASTRUCTURE GRANT		2,617	107,832					28,137	

BUDGET REPORT FOR CITY OF MUSKEGON
CAPITAL FUNDS 2ND QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND OBJECT CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	Jan 31, 2019 ACTUAL BUDGET	Jan 31, 2018 ACTUAL BUDGET	2018-19 1ST QUARTER REFORECAST
Dept 91714 - DEMO SMOKE STACKS WINDWARD PT									
5300	CONTRACTUAL SERVICES			1,000,000				688,306	
Totals for dept 91714 - DEMO SMOKE STACKS WINDWARD PT				1,000,000				688,306	
Dept 91803 - MSHDA BLIGHT GRANT 2018									
5300	CONTRACTUAL SERVICES			0			119,345	0	
Totals for dept 91803 - MSHDA BLIGHT GRANT 2018				0			119,345	0	
Dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN									
5900	OTHER FINANCING USES	20,093	20,093	20,093					
Totals for dept 98140 - ENVIRONMENTAL REMEDIATION BETTEN		20,093	20,093	20,093					
TOTAL EXPENDITURES		217,616	283,393	1,161,542	1,028,000	28,000	211,311	787,867	28,000
NET OF REVENUES/EXPENDITURES - FUND 482		(18,865)	(19,037)	45,348	1,200	1,200	108,214	9,887	1,200
BEGINNING FUND BALANCE		89,358	70,493	51,456	96,804	96,804	96,804	51,455	96,804
ENDING FUND BALANCE		70,493	51,456	96,804	98,004	98,004	205,018	61,342	98,004

BUDGET REPORT FOR CITY OF MUSKEGON

ENTERPRISE FUNDS 2018-19 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
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590 - SEWAGE DISPOSAL SYSTEM

ESTIMATED REVENUES									
Dept 00000									
590-00000-4400	STATE GRANTS	765,363	784,969						
590-00000-4605	METERED SALES	6,129,352	7,429,230	7,980,883	8,709,938	8,709,938	4,709,084	4,442,752	8,709,938
590-00000-4619	MISC. SALES AND SERVICES	36,805	32,400	71,718	220,000	220,000	30,750	46,818	220,000
590-00000-4704	PENALTIES/INTEREST/FINES	118,866	141,234	163,420			97,693	101,459	
590-00000-4800	MISC. & SUNDRY		434	81			1,790	81	
590-00000-4802	REIMB-SERVICES RENDERED	26,617	22,944	11,667			7,883	7,499	
590-00000-4818	RECOVERY OF BAD DEBT	2,883							
590-00000-4970	INTEREST INCOME	10,413	6,347	7,257	6,000	6,000	2,827	4,072	6,000
Totals for dept 00000 -		7,090,299	8,417,558	8,235,026	8,935,938	8,935,938	4,850,027	4,602,681	8,935,938

TOTAL ESTIMATED REVENUES		7,090,299	8,417,558	8,235,026	8,935,938	8,935,938	4,850,027	4,602,681	8,935,938
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EXPENDITURES									
Dept 30548 - BOND INTEREST, INSURANCE & OTHER									
5300	CONTRACTUAL SERVICES	438,535	438,933	469,577	422,421	422,421	245,927	235,485	422,421
5400	OTHER EXPENSES	8,969	6,034	10,272	7,500	7,500	0	0	7,500
5900	OTHER FINANCING USES	455,546	457,440	456,878			114,528	266,512	
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		903,050	902,407	936,727	429,921	429,921	360,455	501,997	429,921

Dept 60550 - STORM WATER MANAGEMENT									
5300	CONTRACTUAL SERVICES	1,764							
Totals for dept 60550 - STORM WATER MANAGEMENT		1,764							

Dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT									
5300	CONTRACTUAL SERVICES	5,749,839	5,836,328	5,839,816	6,200,000	6,200,000	3,137,635	2,666,072	6,200,000
Totals for dept 60557 - MUSKEGON CO. WASTEWATER TREATMENT		5,749,839	5,836,328	5,839,816	6,200,000	6,200,000	3,137,635	2,666,072	6,200,000

Dept 60559 - WATER & SEWER MAINTENANCE									
5100	SALARIES & BENEFITS	633,512	716,858	694,591	804,315	804,315	369,547	382,029	804,315
UNK_EXP		65,511	47,063	(57,557)					
5200	SUPPLIES	88,129	108,900	86,291	92,490	92,490	52,679	42,713	92,490
5300	CONTRACTUAL SERVICES	391,886	503,335	514,694	525,059	525,059	294,603	308,426	525,059
5400	OTHER EXPENSES	17,960	20,201	19,270	23,000	23,000	8,645	3,810	23,000
5700	CAPITAL OUTLAYS	4,571	1,719	1,721	18,115	18,115	29	957	18,115
Totals for dept 60559 - WATER & SEWER MAINTENANCE		1,201,569	1,398,076	1,259,010	1,462,979	1,462,979	725,503	737,935	1,462,979

Dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING									
5300	CONTRACTUAL SERVICES	12,754							
Totals for dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING		12,754							

Dept 90000									
5300	CONTRACTUAL SERVICES				125,000	125,000	0	0	123,300
Totals for dept 90000 -					125,000	125,000	0	0	123,300

Dept 91137 - BEIDLER, HACKLEY TO 700' SOUTH									
5300	CONTRACTUAL SERVICES	78,668							
Totals for dept 91137 - BEIDLER, HACKLEY TO 700' SOUTH		78,668							

Dept 91318 - GETTY ST, EVANSTON TO APPLE									
5300	CONTRACTUAL SERVICES	4,250							
Totals for dept 91318 - GETTY ST, EVANSTON TO APPLE		4,250							

Dept 91325 - STORM & WASTE WATER ASSET MGMT - SAW GRA									
5300	CONTRACTUAL SERVICES	751,955	752,172	81,095	0		0	81,095	
Totals for dept 91325 - STORM & WASTE WATER ASSET MGMT -		751,955	752,172	81,095	0		0	81,095	

Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR									
5300	CONTRACTUAL SERVICES		41,716	14,212					
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR			41,716	14,212					

Dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH									
5300	CONTRACTUAL SERVICES	4,448							
Totals for dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH		4,448							

Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON									
5300	CONTRACTUAL SERVICES								
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON									

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 2018-19 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD									
5300	CONTRACTUAL SERVICES			62,774	0		0	62,774	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD				62,774	0		0	62,774	
Dept 91806 - BEIDLER & MADISON S2 PROJECTS									
5300	CONTRACTUAL SERVICES			7,634			16,128	794	85,000
Totals for dept 91806 - BEIDLER & MADISON S2 PROJECT				7,634			16,128	794	85,000
Dept 91826 - SRF SEWER UPGRADES									
5300	CONTRACTUAL SERVICES			52,995	416,000	416,000	0	0	-
Totals for dept 91826 - SRF SEWER UPGRADES				52,995	416,000	416,000	0	0	-
Dept 91828 -LIFT STATION REPAIRS/UPGRADES									
5300	CONTRACTUAL SERVICES			22,000	50,000	50,000	0	0	50,000
Totals for dept 91828 - LIFT STATION REPAIRS/UPGRADES				22,000	50,000	50,000	0	0	50,000
Dept 91830 -SRF PROJECT 2018									
5300	CONTRACTUAL SERVICES			0	0		2,005	0	-
Totals for dept 91830 - SRF PROJECT 2018				0	0		2,005	0	-
Dept 91831 -REMEMBRANCE DRIV EXTENSION									
5300	CONTRACTUAL SERVICES			0	174,000	174,000	152,964	0	152,964
Totals for dept 91831 - REMEMBRANCE DR EXTENSION				0	174,000	174,000	152,964	0	152,964
Dept 91849 -LIFT STATION REPAIRS/UPGRADES 18-19									
5300	CONTRACTUAL SERVICES			0	0		17,126	0	-
Totals for dept 91849 - LIFT STATION REPAIRS/UPGRADES 18-19				0	0		17,126	0	-
Dept 91850 -BOURDON & ADDISON ALLEY SEWER									
5300	CONTRACTUAL SERVICES			0	0	0	2,168	0	9,855
Totals for dept 91831 - BOURDON & ADDISON ALLEY SEWER				0	0	0	2,168	0	9,855
Dept 91851 -SPRING STREET TRUNK SEWER									
5300	CONTRACTUAL SERVICES			0	0		32,702	0	68,500
Totals for dept 91851- SPRING STREET TRUNK SEWER				0	0		32,702	0	68,500
Dept 91852 -9TH STREET SEWER REROUTE									
5300	CONTRACTUAL SERVICES			0	0	0	22,490	0	71,160
Totals for dept 91852 - 9TH STREET SEWER REROUTE				0	0	0	22,490	0	71,160
Dept 91853 -GETTY LIFT STATION FORCEMAIN									
5300	CONTRACTUAL SERVICES			0	0		2,692	0	13,330
Totals for dept 91853- GETTY LIFT STATION FORCEMAIN				0	0		2,692	0	13,330
Dept 91854 -BEIDLER TRUNK SEWER									
5300	CONTRACTUAL SERVICES			0	0	0	23,458	0	150,000
Totals for dept 91854 - BEIDLER TRUNK SEWER				0	0	0	23,458	0	150,000
Dept 99012 - GIS TRAINING									
5300	CONTRACTUAL SERVICES	7,940		2,654			517	2,595	
Totals for dept 99012 - GIS TRAINING		7,940		2,654			517	2,595	
Dept 99999 - FIXED ASSETS CAPITALIZATION									
5100	SALARIES & BENEFITS	768,760	752,172						
5700	CAPITAL OUTLAYS	(860,015)	(793,888)	(137,615)					
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(91,255)	(141,716)	(137,615)					
TOTAL EXPENDITURES		8,624,982	8,888,983	8,141,302	8,857,900	8,857,900	4,395,207	3,989,694	8,969,973
NET OF REVENUES/EXPENDITURES - FUND 590		(1,534,683)	(471,425)	93,724	78,038	78,038	454,820	612,987	(34,035)
BEGINNING NET POSITION		14,677,971	13,143,289	12,671,864	12,765,588	12,765,588	12,765,588	12,671,864	12,765,588
ENDING NET POSITION		13,143,288	12,671,864	12,765,588	12,843,626	12,843,626	13,044,291	13,284,851	12,731,553

Fund 591 - WATER SUPPLY SYSTEM

ESTIMATED REVENUES									
Dept 00000									
591-00000-4400	STATE GRANTS		2,436	41,731		600,000	85,879	12,564	600,000
591-00000-4605	METERED SALES	3,271,984	3,249,920	3,191,356	3,640,000	3,640,000	2,087,894	1,858,286	3,640,000
591-00000-4616	WHOLESALE WATER	3,590,703	3,571,827	3,578,214	4,368,000	4,368,000	2,474,751	2,143,355	4,368,000
591-00000-4619	MISC. SALES AND SERVICES	57,665	108,230	135,974	170,000	170,000	71,295	74,219	170,000
591-00000-4652	TOWNSHIP MAINTENANCE CONTRA	119,509	133,506	191,656	100,000	100,000	130,348	65,933	100,000

BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 2018-19 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
591-00000-4661	LEASE/RENTAL	190,370	174,395	173,443	180,000	180,000	107,344	95,628	180,000
591-00000-4704	PENALTIES/INTEREST/FINES	62,015	62,386	62,862	64,000	64,000	39,482	41,066	64,000
591-00000-4800	MISC. & SUNDRY	14,743	10,361	9,319	10,000	10,000	5,964	7,366	10,000
591-00000-4802	REIMB:SERVICES RENDERED	181,715	123,387	142,299	130,000	130,000	18,700	96,471	130,000
591-00000-4818	RECOVERY OF BAD DEBT	2,289							
591-00000-4970	INTEREST INCOME	13,363	16,896	19,123	15,000	15,000	5,409	11,390	15,000
Totals for dept 00000 -		7,504,356	7,453,344	7,545,977	8,677,000	9,277,000	5,027,066	4,406,278	9,277,000

TOTAL ESTIMATED REVENUES		7,504,356	7,453,344	7,545,977	8,677,000	9,277,000	7,254,000	4,406,278	9,277,000
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EXPENDITURES

Dept 30548 - BOND INTEREST, INSURANCE & OTHER

5300	CONTRACTUAL SERVICES	897,399	934,418	956,364	911,884	911,884	531,933	502,120	911,884
5400	OTHER EXPENSES	5,981	3,698	38,654	10,000	10,000	0	34,121	10,000
5900	OTHER FINANCING USES	2,245,923	2,194,835	2,153,432	1,653,259	1,653,259	544,671	1,246,031	1,653,259
Totals for dept 30548 - BOND INTEREST, INSURANCE & OTHER		3,149,303	3,132,951	3,148,450	2,575,143	2,575,143	1,076,604	1,782,272	2,575,143

Dept 60558 - WATER SUPPLY & FILTRATION

5100	SALARIES & BENEFITS	671,344	779,158	868,882	920,296	920,296	512,633	479,668	920,296
UNK_EXP		109,183	78,441	(95,928)					
5200	SUPPLIES	291,263	313,874	285,384	367,900	367,900	212,580	182,947	367,900
5300	CONTRACTUAL SERVICES	648,968	816,381	820,246	1,001,383	1,001,383	487,342	457,250	1,001,383
5400	OTHER EXPENSES	4,907	2,792	6,070	6,500	6,500	1,789	4,085	6,500
5700	CAPITAL OUTLAYS	44,454	37,844	102,189	170,500	170,500	478,002	179,498	170,500
Totals for dept 60558 - WATER SUPPLY & FILTRATION		1,770,119	2,028,490	1,986,843	2,466,579	2,466,579	1,692,346	1,303,448	2,466,579

Dept 60559 - WATER & SEWER MAINTENANCE

5100	SALARIES & BENEFITS	936,951	1,067,602	1,164,242	1,230,442	1,230,442	657,546	619,352	1,230,442
UNK_EXP		109,183	78,441	(95,928)					
5200	SUPPLIES	221,000	221,056	268,112	253,150	253,150	152,327	144,488	253,150
5300	CONTRACTUAL SERVICES	327,115	379,311	474,744	473,257	473,257	267,847	272,946	473,257
5400	OTHER EXPENSES	129,850	143,519	68,763	140,000	140,000	84,415	36,500	140,000
5700	CAPITAL OUTLAYS	7,000	13,187	19,928	16,000	16,000	3,509	15,967	16,000
Totals for dept 60559 - WATER & SEWER MAINTENANCE		1,731,099	1,903,116	1,899,861	2,112,849	2,112,849	1,165,644	1,089,253	2,112,849

Dept 60660 - WATER & SEWER MAINTENANCE-TWP

5100	SALARIES & BENEFITS	35,087	44,390	55,930	48,000	48,000	26,367	25,306	48,000
5200	SUPPLIES	3,084	3,074	3,247			5,165		
5300	CONTRACTUAL SERVICES	48,270	40,664	47,665	43,000	43,000	27,704	26,999	43,000
5400	OTHER EXPENSES		1,560						
Totals for dept 60660 - WATER & SEWER MAINTENANCE-TWP		86,441	89,688	106,842	91,000	91,000	59,236	52,305	91,000

Dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING

5300	CONTRACTUAL SERVICES	588,061							
Totals for dept 60966 - MUSKEGON/WEBSTER 9TH TO SPRING		588,061							

Dept 90000

5300	CONTRACTUAL SERVICES				3,542,000	3,972,000	0	0	3,137,000
Totals for dept 90000 -					3,542,000	3,972,000	0	0	3,137,000

Dept 91132 - LAKETON, WOOD TO GETTY

5300	CONTRACTUAL SERVICES	731							
Totals for dept 91132 - LAKETON, WOOD TO GETTY		731							

Dept 91311 - HIGH SERVICE PUMPS-VALUE REPLACEMENT

5300	CONTRACTUAL SERVICES	4,562							
Totals for dept 91311 - HIGH SERVICE PUMPS-VALUE REPLACEMENT		4,562							

Dept 91318 - GETTY ST, EVANSTON TO APPLE

5300	CONTRACTUAL SERVICES	49,761							
Totals for dept 91318 - GETTY ST, EVANSTON TO APPLE		49,761							

Dept 91407 - NIMS STREET TANK, INSIDE PAINTING

5300	CONTRACTUAL SERVICES	6,316							
Totals for dept 91407 - NIMS STREET TANK, INSIDE PAINTING		6,316							

Dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE DR

5300	CONTRACTUAL SERVICES	7,113	98,280						
Totals for dept 91413 - LAKETON AVE - NEVADA TO LAKESHORE		7,113	98,280						

Dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH

5300	CONTRACTUAL SERVICES	135,097	21,202						
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BUDGET REPORT FOR CITY OF MUSKEGON
ENTERPRISE FUNDS 2018-19 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
Totals for dept 91502 - MONROE STREET BETWEEN 4TH AND 5TH		135,097	21,202						
Dept 91509 - LAKETON AVE, GETTY ST TO CRESTON									
5300	CONTRACTUAL SERVICES		7,597	208,710	0		17,093	0	17,093
Totals for dept 91509 - LAKETON AVE, GETTY ST TO CRESTON			7,597	208,710	0		17,093	0	17,093
Dept 91604 - DISTRIBUTION RELIABILITY STUDY									
5300	CONTRACTUAL SERVICES	1,976	29,599						
Totals for dept 91604 - DISTRIBUTION RELIABILITY STUDY		1,976	29,599						
Dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD									
5300	CONTRACTUAL SERVICES		32,008	357,229	0		0	342,221	
Totals for dept 91609 - HARTFORD, PINE & DIANA WATER MAIN UPGRAD			32,008	357,229	0		0	342,221	
Dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE									
5300	CONTRACTUAL SERVICES		3,305	148				148	
Totals for dept 91706 - ALLEY BLOCK 616 WATERMAIN UPGRADE			3,305	148				148	
Dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U									
5300	CONTRACTUAL SERVICES			24,807				2,277	
Totals for dept 91708 - MADISON, KEATING TO HOLBROOK WATERMAIN U				24,807				2,277	
Dept 91718 - VEHICLE BASE READING UNIT									
5700	CAPITAL OUTLAYS			26,500				26,500	
Totals for dept 91718 - VEHICLE BASE READING UNIT				26,500				26,500	
Dept 91722 - DEVELOP ASSET MANAGEMENT PLAN									
5300	CONTRACTUAL SERVICES			35,000	0		0	25,000	-
Totals for dept 91722 - DEVELOP ASSET MANAGEMENT PLAN				35,000	0		0	25,000	-
Dept 91825 - PLC UPGRADES AT FILTRATION									
5300	CONTRACTUAL SERVICES			424,942	200,000	200,000	0	0	200,000
Totals for dept 91825 - PLC UPGRADES AT FILTRATION				424,942	200,000	200,000	0	0	200,000
Dept 91831 - REMEMBRANCE DR EXTENSION									
5300	CONTRACTUAL SERVICES			0	0		105,480	0	
Totals for dept 91831 - REMEMBRANCE DR EXTENSION				0	0		105,480	0	
Dept 91838 - POLIT GRANT - WATER SYSTEM INVENTORY									
5300	CONTRACTUAL SERVICES			0	0	600,000	96,678	0	600,000
Totals for dept 91838 - PILOT GRANT WATER SYSTEM INVENTORY				0	0	600,000	96,678	0	600,000
Dept 91845 - WATER FILTRATION UPGRADES									
5300	CONTRACTUAL SERVICES			0	0	-	70,666	0	-
Totals for dept 91845 - WATER FILTRATION UPGRADES				0	0	-	70,666	0	-
Dept 91846 - FILTRATION PLANT WELLS									
5300	CONTRACTUAL SERVICES			0	0		306,912	0	675,000
Totals for dept 91846 - FILTRATION PLANT WELLS				0	0		306,912	0	675,000
Dept 91848 - OLD FILTRATION GALLERY ROOF									
5300	CONTRACTUAL SERVICES			0	0	0	125,604	0	250,000
Totals for dept 91848 - OLD FILTRATION GALLERY ROOF				0	0	0	125,604	0	250,000
Dept 96060 - RECORD MAINTENANCE AND UPDATING									
5300	CONTRACTUAL SERVICES		12,601						
Totals for dept 96060 - RECORD MAINTENANCE AND UPDATING			12,601						
Dept 99012 - GIS TRAINING									
5300	CONTRACTUAL SERVICES			6,328	20,000	20,000	1,226	6,328	20,000
Totals for dept 99012 - GIS TRAINING				6,328	20,000	20,000	1,226	6,328	20,000
Dept 99999 - FIXED ASSETS CAPITALIZATION									
5100	SALARIES & BENEFITS	13,584	42,200	9,781					
5700	CAPITAL OUTLAYS	(832,184)	(204,592)	(1,083,663)					
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(818,600)	(162,392)	(1,073,882)					
TOTAL EXPENDITURES		6,711,979	7,196,445	7,151,778	11,007,571	12,037,571	8,422,857	4,594,499	12,127,571
NET OF REVENUES/EXPENDITURES - FUND 591		792,377	256,899	394,199	(2,330,571)	(2,760,571)	(1,075,857)	(188,221)	(2,850,571)
BEGINNING NET POSITION		28,595,699	29,388,075	29,644,971	30,039,170	30,039,170	30,039,170	29,644,973	30,039,170
ENDING ENDING NET POSITION		29,388,076	29,644,974	30,039,170	27,708,599	27,278,599	28,963,313	29,456,752	27,188,599

BUDGET REPORT FOR CITY OF MUSKEGON

ENTERPRISE FUNDS 2018-19 2ND QUARTER REFORECAST

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
Fund 594 - MARINA AND LAUNCH RAMP									
ESTIMATED REVENUES									
Dept 00000									
594-00000-4300	FEDERAL GRANTS				0				
594-00000-4609	ICE SALES	1,679	1,452	1,479			1,448	1,166	
594-00000-4618	DRY STORAGE	5,900	9,253	7,979				5,000	
594-00000-4626	LARGE BASIN FEES	139,459	147,083	177,339	300,000	300,000	142,907	126,134	300,000
594-00000-4627	SMALL BASIN FEES	15,911	23,266	30,951			11,593	13,193	
594-00000-4628	MOORING FEES	16,225	16,756	15,046			1,505	9,980	
594-00000-4629	TRANSIENT FEES	22,519	13,077	14,287			13,220	9,433	
594-00000-4630	LAUNCH RAMP	66,822	63,721	76,154			45,631	39,722	
594-00000-4677	RENT	360	240	360				60	
594-00000-4678	HARBOURTOWNE SLIP RENTAL	6,800							
594-00000-4754	TRAFFIC FINES & FEES	1,910	715	490				490	
594-00000-4800	MISC. & SUNDRY	9,749	644	1,727	0		738	1,075	
594-00000-4802	REIMB:SERVICES RENDERED	215	2,548	105			1,261	105	
594-00000-4970	INTEREST INCOME	1,911	2,034	2,170	2,500	2,500	764	1,241	2,500
Totals for dept 00000 -		289,460	280,789	328,087	302,500	302,500	219,067	207,599	302,500
TOTAL ESTIMATED REVENUES		289,460	280,789	328,087	302,500	302,500	219,067	207,599	302,500
EXPENDITURES									
Dept 70756 - MUNICIPAL MARINA									
5100	SALARIES & BENEFITS	29,623	27,358	39,811	35,366	35,366	10,574	17,845	35,366
5200	SUPPLIES	9,730	14,540	11,627	12,100	12,100	4,164	5,933	12,100
5300	CONTRACTUAL SERVICES	163,262	162,847	195,367	172,002	172,002	148,644	135,970	172,002
5400	OTHER EXPENSES	39		3,867	5,000	5,000	40	3,867	5,000
5700	CAPITAL OUTLAYS	1,721	11,402	11,199	21,600	21,600	4,600	4,092	21,600
5900	OTHER FINANCING USES	111,169	115,257	107,539			26,510	62,731	
Totals for dept 70756 - MUNICIPAL MARINA		315,544	331,404	369,410	246,068	246,068	194,532	230,438	246,068
Dept 70759 - LAUNCH RAMPS									
5100	SALARIES & BENEFITS			448			0	0	
5200	SUPPLIES	2,358	946	1,381	1,000	1,000	441	455	1,000
5300	CONTRACTUAL SERVICES	4,974	4,812	7,768	10,500	10,500	5,669	1,725	10,500
Totals for dept 70759 - LAUNCH RAMPS		7,332	5,758	9,597	11,500	11,500	6,110	2,180	11,500
Dept 90028									
5300	CONTRACTUAL SERVICES				0		0	0	
Totals for dept 90028 -					0		0	0	
Dept 91511 - COTTAGE GROVE DOCK REPAIRS									
5300	CONTRACTUAL SERVICES	2,723							
5700	CAPITAL OUTLAYS	40,911	21,540						
Totals for dept 91511 - COTTAGE GROVE DOCK REPAIRS		43,634	21,540						
Dept 91809 - DOCKS & BUILDING UPGRADE MARINA									
5300	CONTRACTUAL SERVICES			21,096	20,000	20,000	11,075	0	20,000
Totals for dept 91809 - DOCKS & BUILDING UPGRADE MARINA				21,096	20,000	20,000	11,075	0	20,000
Dept 99999 - FIXED ASSETS CAPITALIZATION									
5100	SALARIES & BENEFITS	4,554							
5700	CAPITAL OUTLAYS	(43,634)	(21,540)	(21,096)					
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(39,080)	(21,540)	(21,096)					
TOTAL EXPENDITURES		327,430	337,162	379,007	277,568	277,568	211,717	232,618	277,568
NET OF REVENUES/EXPENDITURES - FUND 594		(37,970)	(56,373)	(50,920)	24,932	24,932	7,350	(25,019)	24,932
BEGINNING NET POSITION		1,811,068	1,773,096	1,716,723	1,665,803	1,665,803	1,665,803	1,716,719	1,665,803
ENDING NET POSITION		1,773,098	1,716,723	1,665,803	1,690,735	1,690,735	1,673,153	1,691,700	1,690,735

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 2nd QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
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642- PUBLIC SERVICE BUILDING

ESTIMATED REVENUES									
Dept 00000									
642-00000-4677	RENT	976,760	1,049,134	1,049,134	1,063,095	1,063,095	611,995	611,995	1,063,095
642-00000-4800	MISC. & SUNDRY	5,830		86			520	36	
642-00000-4970	INTEREST INCOME	3,334	3,077	3,136			1,004	1,843	
Totals for dept 00000 -		985,924	1,052,211	1,052,356	1,063,095	1,063,095	613,519	613,874	1,063,095

TOTAL ESTIMATED REVENUES		985,924	1,052,211	1,052,356	1,063,095	1,063,095	613,519	613,874	1,063,095
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EXPENDITURES									
Dept 60442 - PUBLIC SERVICE BUILDING									
5100	SALARIES & BENEFITS	671,176	703,961	719,929	805,217	805,217	361,860	409,630	805,217
UNK_EXP		109,184	78,440	(95,928)					
5200	SUPPLIES	34,757	16,947	23,526	22,000	22,000	18,035	9,834	22,000
5300	CONTRACTUAL SERVICES	288,241	273,246	287,243	330,000	330,000	163,169	148,131	330,000
5400	OTHER EXPENSES	2,334	1,419	24	3,000	3,000	0	0	3,000
5700	CAPITAL OUTLAYS	59,873	49,600	50,681	69,000	69,000	32,384	22,161	69,000
5900	OTHER FINANCING USES	64,717	53,532	47,029			11,757	27,433	
Totals for dept 60442 - PUBLIC SERVICE BUILDING		1,230,282	1,177,145	1,032,504	1,229,217	1,229,217	587,205	617,189	1,229,217

Dept 60895 - INVENTORY									
5400	OTHER EXPENSES	(1,511)	(2,684)	(5,022)			(1,209)	(4,988)	
Totals for dept 60895 - INVENTORY		(1,511)	(2,684)	(5,022)			(1,209)	(4,988)	

Dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT									
5300	CONTRACTUAL SERVICES				0		0	0	
Totals for dept 90113 - PUBLIC SERVICE BUILDING PARKING LOT					0		0	0	

Dept 99999 - FIXED ASSETS CAPITALIZATION									
5700	CAPITAL OUTLAYS	(20,891)							
Totals for dept 99999 - FIXED ASSETS CAPITALIZATION		(20,891)							

TOTAL EXPENDITURES		1,207,880	1,174,461	1,027,482	1,229,217	1,229,217	585,996	612,201	1,229,217
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NET OF REVENUES/EXPENDITURES - FUND 642		(221,956)	(122,250)	24,874	(166,122)	(166,122)	27,523	1,673	(166,122)
BEGINNING NET POSITION		778,114	556,160	433,910	458,784	458,784	458,784	433,910	458,784
ENDING NET POSITION		556,158	433,910	458,784	292,662	292,662	486,307	435,583	292,662

Fund 643 - ENGINEERING SERVICES

ESTIMATED REVENUES									
Dept 00000									
643-00000-4200	LICENSE AND PERMIT MISC.	3,545	12,030	5,019			3,660	4,839	
643-00000-4653	ENGINEERING FEES	10,123	48,308	31,612	35,000	35,000	18,449	26,722	35,000
643-00000-4680	INTERDEPT. ENGINEERING FEES	236,514	249,950	283,713	400,000	400,000	205,523	85,086	400,000
643-00000-4901	OPERATING TRANSFER FROM GEN	75,000	13,000	15,000			0	0	-
643-00000-4970	INTEREST INCOME	29	38	98	50	50	94	94	50
Totals for dept 00000 -		325,211	323,326	335,442	435,050	435,050	227,726	116,741	435,050

TOTAL ESTIMATED REVENUES		325,211	323,326	335,442	435,050	435,050	227,726	116,741	435,050
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EXPENDITURES									
Dept 60447 - ENGINEERING									
5100	SALARIES & BENEFITS	182,570	171,665	205,707	323,507	323,507	186,755	97,412	323,507
5200	SUPPLIES	6,443	7,230	10,782	15,000	15,000	6,284	7,364	15,000
5300	CONTRACTUAL SERVICES	110,090	63,243	59,498	69,432	69,432	33,772	33,212	69,432
5400	OTHER EXPENSES	18,395	109	13,942	20,000	12,500	916	7,064	12,500
5700	CAPITAL OUTLAYS	6,326	8,472	12,423	7,500	15,000	19,600	8,974	15,000
Totals for dept 60447 - ENGINEERING		323,824	250,719	302,352	435,439	435,439	247,327	154,026	435,439

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

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

Dept 99012 - GIS TRAINING									
5300	CONTRACTUAL SERVICES		24,398						

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 2nd QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
Totals for dept 99012 - GIS TRAINING		24,398							
TOTAL EXPENDITURES		348,222	298,744	317,486	435,439	435,439	247,327	169,160	435,439
NET OF REVENUES/EXPENDITURES - FUND 643		(23,011)	24,582	17,956	(389)	(389)	(19,601)	(52,419)	(389)
BEGINNING NET POSITION		30,513	7,500	32,082	50,038		50,038	32,082	50,038
ENDING NET POSITION		7,502	32,082	50,038	49,649		30,437	(20,337)	49,649

Fund 661 - EQUIPMENT

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

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

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

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

Fund 677 - GENERAL INSURANCE

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

TOTAL ESTIMATED REVENUES		4,652,798	4,360,593	4,777,176	4,676,000		997,832	940,382	4,676,000
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EXPENDITURES									
Dept 30851 - INSURANCE SERVICES									
5100	SALARIES & BENEFITS	283,743	201,252	246,196	58,656		9,546	9,128	58,656
5200	SUPPLIES	180					0	0	
5300	CONTRACTUAL SERVICES	4,255,838	4,443,651	4,883,595	4,600,000		1,046,241	1,190,223	4,600,000

BUDGET REPORT FOR CITY OF MUSKEGON
INTERNAL SERVICE FUNDS 2nd QUARTER REFORECAST 2018-19 BUDGET

GL NUMBER AND BUDGET CLASSIFICATION	DESCRIPTION	2015-16 ACTIVITY	2016-17 ACTIVITY	2017-18 ACTIVITY	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	JAN 31, 2019 ACTUAL BUDGET	JAN 31, 2018 ACTUAL BUDGET	2018-19 2ND QUARTER REFORECAST
5400	OTHER EXPENSES	10,433	12,187	22,462	25,000		1,652	2,928	25,000
5700	CAPITAL OUTLAYS		1,830	395	2,000		0	0	2,000
Totals for dept 30851 - INSURANCE SERVICES		4,550,194	4,658,920	5,152,648	4,685,656		1,057,439	1,202,279	4,685,656
TOTAL EXPENDITURES		4,550,194	4,658,920	5,152,648	4,685,656		1,057,439	1,202,279	4,685,656
NET OF REVENUES/EXPENDITURES - FUND 677		102,604	(298,327)	(375,472)	(9,656)		(22,597)	(261,897)	(9,656)
BEGINNING NET POSITION		2,039,779	2,142,381	1,844,054	1,468,582		1,468,582	1,844,055	1,468,582
ENDING NET POSITION		2,142,383	1,844,054	1,468,582	1,458,926		1,445,985	1,582,158	1,458,926

City of Muskegon 2nd Quarter Budget Reforecast FY 2018-19 Budget									
	2017-18 Budgeted Projects (including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Amended Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Jan 31, 2019	2018-19 2nd Qtr Reforecast Capital Projects	Comments	
BUDGETED MAJOR CAPITAL PROJECTS									
101									
General Fund									
							</		

City of Muskegon 2nd Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Amended Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Jan 31, 2019	2018-19 2nd Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS									
91805	Traffic Signal @ Black Creek & Olthoff	100,000	-	145,000	175,000	80,000	92,513	175,000	new signal using CMAQ funds
	Harris, Sherman to Sundolphin	135,000	135,000						milling and resurfacing
		3,050,000	1,530,282						
	Olthoff, Black Creek to east end - engineering			50,000	50,000			-	Deep Mill, add aggregate base, resurface with asphalt
	Sheridan, Olthoff to City Limits - engineering			50,000	50,000		18,462	50,000	Deep Mill, add aggregate base, resurface with asphalt
	Sherman and Laketon, Henry to Seaway signal work			100,000	100,000	60,000		65,000	signal interconnect, CMAQ funding
	Shoreline at 7th			25,000	25,000			-	Pedestrian crossing improvements
	Remembrance Drive Engineering		-	87,000	87,000		43,542	87,000	
	Remembrance Drive Construction		-	411,000	350,000		385,126	389,126	
	Musketawa Trail Connector							25,000	
91858	Muskegon & Webster Stripping							30,000	
91859	Peck & Sanford 2-way conversion							10,000	
91843	3rd Street - Reconstruction & Streetscaping							10,000	
91725	Lakeshore Dr @ Bleach Street							10,000	
91818	1st Street - 1/2 block reconstruction and Sewer Upgrades near Ameribank							362,685	
	Various Routes, milling and resurfacing		7,622	540,000	350,000		362,685	362,685	
		3,050,000	1,537,904	5,393,000	6,012,000	880,000	1,989,088	5,508,811	
203	Local Streets								
91502	Monroe, 5th to 4th	-	-						continuation from 15/16. Street portion of WM replacement
91609	Hartford/Diana/Pine	100,000	86,527						CDBG funding for FY2016-17, as part of WM upgrades
		100,000	86,527						
	Marsh and Walton			150,000	150,000		10,242	150,000	Pave gravel road
	Forest Ave, Peck to Clinton		799				24,165	24,165	
	Various Routes, milling and resurfacing		249	200,000	55,000		53,480	53,480	
		100,000	86,575	350,000	205,000	-	87,887	227,645	

City of Mukwonago 2nd Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Amended Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Jan 31, 2019	2018-19 2nd Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS									
254	L.C. Walker Arena Fund								
	Arena Concessions Point of Sale System	-	-	-	-	-	-	-	
264	Criminal Forfeiture Fund								
	Leupold						26,242	32,000	
	L3 Dash Cam and Backend Solution upgrade						12,627	18,000	
	Pole Cameras	14,500	14,500						
	Computer replacement - Police - 40 PCs	32,000	24,570						
		46,500	39,070	50,000	50,000		41,869	50,000	
404	Public Improvement Fund								
	Playground Equipment at P.M.	367,800	3,059	385,000	385,000	220,700	14,314	470,000	If grant is awarded, Decision was made by Commission to hold off and apply for grant
	Neighborhood Housing Program	20,000	20,530				2,488		continued maintenance
	City Hall upgrades, carpet, furniture	100,000	37,068	100,000	100,000		61,151	100,000	
	L.C. Walker Arena general work (heating/cooling/structure)	250,000	157,360				152,226		
	Arena Annex Capital Improvements - Rad Dads	-	328,487				175,291		
	L.C. Walker Improvements 18-19			750,000	1,000,000		676,900	1,000,000	
	Parking lot - N.W. corner of Jefferson/Clay	200,000	257,102				30,841		
	Fire Department, AFG Equipment	70,000	-						If grant is received - Grant not received
	Commercial/Industrial Demolitions	150,000	105,000	50,000	50,000		121,000	50,000	Park St Storage
	Hydraulic Rescue Rams	17,600	-						
	Rehab House 1067 Grand Ave		-	83,000	83,000			83,000	
	Rehab House 1531 Beldier Street		6,997	73,000	73,000		124	73,000	
	Rehab House 1079 Second Street		115,907	33,000	33,000		97,102	33,000	
	Rehab 1639 Fifth Street		9,736				52,344		
	Rehab 1209 Wood		8,283				4,800		

City of Muskogee 2nd Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Amended Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Jan 31, 2019	2018-19 2nd Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS									
	Evans							58,300	Design Engineering Only - Construction in FY19-20
SRF(2019) Peck & Sanford - Phase 1								152,964	
Remembrance Drive Upgrades	Mikesell			174,000	174,000		152,964	152,964	
Lift Stations repairs/upgrades	Mikesell	25,000	-	50,000	50,000		17,126	50,000	repairs to Apple Ave./Industrial/Harbour Town Stations
		105,000	211,076	765,000	765,000		186,218	849,109	
581	Water								
SCAD Migration Project PLC	Evans	250,000	424,942	200,000	200,000			200,000	instrumentation upgrade, continuation from 15/16
Harvey Pump Repair, # 2	Evans	65,000	-	80,000	80,000			80,000	repair of second pump.
Repair & add membrane to 4 of 4 clear walls @ plant	Evans	250,000	-	675,000	675,000		306,912	675,000	
Repair switch gear for HSP	Evans	-	-						as per Filtration Plant Superintendent's request
Develop Asset Management plan	Evans	25,000	35,000						50-50 between distribution & treatment
Replace High Service Valve @ filtration	Evans	-	-						
Repair & add membranes/reservoirs @ Harvey	Evans	120,000	-						
Laketon, Gentry to Creston	Evans	80,000	208,710				17,093	17,093	
91609	Harford/Diana/Pine	140,000	357,229						Water Main Replacements, Various Locations & 2' & 4"
Building repairs - Filtration	Evans	150,000	-	100,000	100,000			-	Deleted
Harvey sump and drains repair	Evans	45,000	45,000	50,000	50,000			100,000	Replace rotted hangers and drain lines
Vehicle Base Reading Unit - Distribution	Evans	27,000	26,500						per distribution staff
Replace Turbidimeters	Evans	-	-						
Replace Chemical Feed Lines - Hypochlorite	Evans			30,000	30,000			50,000	
Replace Tank Liner - Hypochlorite Tank	Evans			27,000	27,000			30,000	
Replace Rapid Mixer (eastside)	Evans			30,000	30,000			25,000	
Titration, Laboratory Equipment	Evans			8,000	8,000			5,000	
Fruitport Generator Tie-In with Emergency Generator	Evans			100,000	100,000			120,000	
Old Filter Gallery Roof, Rehab-Walls and Windows	Evans			250,000	250,000		125,604	250,000	
Elevated Tank Inspection	Evans			10,000	10,000			10,000	
Access Control for Main Gate	Evans			20,000	20,000			10,000	0

City of Muskogee 2nd Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2018-19 Amended Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Jan 31, 2019	2018-19 2nd Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS									
	Evans			250,000	250,000			-	Deleted
	Evans			60,000	60,000			60,000	
	Evans			40,000	40,000			15,000	
	Evans			12,000	12,000			12,000	
	Evans			150,000	150,000		70,666	150,000	
	Evans							50,000	
	Evans							300,000	
	Evans			150,000	150,000		105,480	250,000	
	Evans		6,328	20,000	20,000		1,226	20,000	County licensing & map maintenance
	Evans				600,000	600,000	96,678	600,000	
	Evans			1,500,000	1,950,000			\$ 1,950,000	
		1,132,000	1,103,769	3,762,000	4,812,000		723,659	4,979,093	
584	Marina								
	Docks & Building Improvements (office, bathroom)	70,000	21,540	20,000	20,000		11,075	20,000	only engineering in 2018
	Engineering Services for Grand Truck Launch Replacement			-					
642	PSB	70,000	21,540	20,000	20,000		11,075	20,000	
	PSB Improvements, including possible Eng. Evaluation of building	45,000	45,000						
		45,000	45,000						
643	Engineering Services								
	Intergovernmental Engineering Work	-	-						
		-	-						
661	Equipment Fund								
5720/Quantity	Non-Vehicular Equipment:								
1	Trailer			8,000	8,000			8,000	
1	Salt Box	-	-	14,500	14,500			14,500	

City of Muskogee 2nd Quarter Budget Reforecast FY 2018-19 Budget									
	Responsibility	2017-18 Budgeted Projects (Including Carryover Amounts From Prior FY)	2017-18 Actual Projects	2018-19 Budgeted Capital Projects	2019-19 Amended Budgeted Capital Projects	2018-19 Recommended Budget Capital Projects Grant Revenue	2018-19 Actual Expenditures Jan 31, 2019	2018-19 2nd Qtr Reforecast Capital Projects	Comments
BUDGETED MAJOR CAPITAL PROJECTS									
1	Concrete Breaker	-	-	17,000	17,000			17,000	
1	Mower Deck			6,000	6,000			6,000	
1	Leaf Sucker	28,000	28,000						
	various small equipment	10,000	10,000	20,000	20,000			20,000	
1	Riding Mower/ Snow Blower	20,000	32,000						
		58,000	70,000	65,500	65,500			65,500	
5746	Communications Equipment:								
	Recording Equipment Upgrade			52,000	52,000			52,000	
	Cruiser DVR Upgrade	30,000	30,000	68,700	68,700			68,700	
		30,000	30,000	120,700	120,700			120,700	
5720	Vehicles:								
7	Police Cruisers / Tahoes			266,000	266,000			266,000	
1	1 Ton pickup truck DPW			40,000	40,000			40,000	
2	Detective Cars			50,000	50,000			50,000	
3	1/2 ton pickup Truck			81,000	81,000			81,000	
1	Colorado - City Engineering			30,000	30,000			30,000	
1	Plow Truck			150,000	150,000			150,000	
1	Backhoe			120,000	120,000			120,000	
2	City Hall cars			51,000	51,000			51,000	
3	Police Cruisers / Tahoes	105,000	105,000						Includes police package outfitting
2	Detective cars	-	71,000						
1	Detective cars	28,000	28,000						
1	Tahoe Police Cruiser	30,000	38,000						
1	1/2 ton pickup Truck		35,000						New supervisor vehicle
1	3/4 ton truck for DPW- 2x4	-	-						
1	Beech Tractor	60,000	60,000						

[illegible]