

CITY OF MUSKEGON

CITY COMMISSION MEETING

MARCH 10, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK**
 - B. SECOND READING: Amendment to the Rental Property Ordinance. PUBLIC SAFETY**
 - C. Light Fixtures Replacement at Public Service Building through Consumers Energy. PUBLIC WORKS**
 - D. Coagulant Mixer. WATER FILTRATION**
 - E. Gaming License – MOKA. CITY CLERK**
 - F. Business Improvement District (BID) Resolution. PLANNING & ECONOMIC DEVELOPMENT**
 - G. Amendment to the Mobile Food Vending Ordinance. CITY CLERK**
 - H. Amendment to the Special Event Parking Downtown Ordinance. CITY CLERK**
 - I. Amendment to the Licensing Ordinance. CITY CLERK**
 - J. Amendment to the Zoning Ordinance. PLANNING & ECONOMIC DEVELOPMENT**
 - K. City – MDOT Agreement for Traffic Signal Upgrades at Sherman and Glenside. ENGINEERING**

L. City – MDOT Agreement for the Reconstruction of Getty Street, Evanston to Apple Avenue (M-46). ENGINEERING

M. Construction Engineering Services – Sherman and Glenside Traffic Signal. ENGINEERING

☐ **PUBLIC HEARINGS:**

A. Lakeshore Smartzone LDFA – Plan Amendment and Public Hearing. PLANNING & ECONOMIC DEVELOPMENT

B. Recommendation for Annual Renewal of Liquor Licenses. CITY CLERK

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. PILOT – General Capital Acquisitions, LLC. PLANNING & ECONOMIC DEVELOPMENT

B. Second Quarter 2014-15 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 CUMMINGS, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1- TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: March 5, 2015

We have a number of items on the agenda, and I thought you could use a little background on some of them as you prepare for our meeting next week.

1. On the Work Session:
 - a. We'll discuss the 2Q budget reforecast. There are a number of significant changes in the General fund, including the transfer of the Veteran's Memorial Park project from the General Fund to the State Grant Fund. We also are planning a significant loss in state shared revenue, and decreases in the cost of solid waste removal and street lighting. We are also seeing some increases related to operations at the new farmer's market site as well as in code enforcement, and for the first time, we are covering debt service for the DDA equal to about \$70,000. As part of this discussion, staff would like to also have a conversation related to water/sewer rates.
 - b. We will have an update on the Business Improvement District process.
 - c. We will have an update on the proposed PILOT at 30 East Clay. At this point, we have negotiated beyond their original request to include a 4% PILOT, 1% City Service Fee, and \$125,000 contribution to be designated to the City's efforts to create market rate housing opportunities in the downtown.
2. Under the consent agenda, we are asking the Commission to approve:
 - a. Last meeting's minutes.
 - b. Second reading on the rental property ordinance amendment.
 - c. Approval to replace light fixtures at the Public Services building.
 - d. Approval to purchase a coagulant mixer for the water filtration plant.
 - e. Approval for a gaming license for MOKA – although their gaming event is located in Spring Lake.
 - f. Approval of the initial BID Board members. This board will determine how BID funds are spent in the downtown.
 - g. Approval of changes to the food vendor ordinance to allow for vendors to relocate within 50 feet of an established food service area. There are also proposed changes to the fee structure. We worked with a number of downtown establishments as well as Downtown Muskegon Now to determine the proposed changes. The goal is to attract more mobile food vendors.

- h. Approval of changes to the downtown special event parking ordinance. These changes were developed in conjunction with the input of parking lot owners/operators after one year of operating with the original ordinance.
 - i. Approval of changes to the licensing ordinance.
 - j. Concurrence with the Planning Commission's decision to add outdoor recreation to B3 zoning districts. This was done to accommodate the use in a number of areas of the city, including the Mart Dock.
 - k. Approval of an agreement to upgrade the traffic signals at Sherman and Glenside. There is a local match required.
 - l. Approval of an agreement to reconstruct Getty Street from Evanston to Apple. There is a local match required – the road will be completed in cement, and the project would likely start in the fall.
3. Public Hearings
- a. We are proposing an amendment to the LDFA Plan to assist with the capturing of tax revenue to cover costs associated with the Smartzone. We are essentially asking that the tax capture period be extended from 15 years to 20 years.
 - b. We are hosting a routine annual public hearing on the renewal of liquor licenses within the city. There are a number that are not recommended for approval for a variety of reasons.
4. Under Hearings/Other/New Business we have four topics for discussion:
- a. Approval of the proposed PILOT at 30 East Clay.
 - b. Approval of the 2014-15 Second Quarter Budget Reforecast

If there are questions on any agenda items, please try to let staff know in advance, and we will be sure to have the appropriate data/research available at the meeting.

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the February 9th Commission Worksession Meeting, the February 10th City Commission Meeting, and the February 20th Goal Setting Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
February 9, 2015
City Commission Chambers
5:30 PM

MINUTES

2015-9(2)

Present: Commissioners German, Hood, Rinsema-Sybenga, Gawron, Johnson, Turnquist, and Spataro.

Absent: None.

Presentation for P.I.L.O.T. - Berkshire Muskegon.

Josh Hafron, of General Capital Group, 212 W. Kinsey, Chicago, IL gave an overview of the project being proposed for a Senior Independent Living across the street from the current United Way offices on E. Clay Avenue. The building will include a common area, community room, exercise room, library, senior event programming, and outdoor space as well as an on-site manager and leasing office.

The proposal includes 2 Market Rate Units, 48 – 60% Area Median Income Units, 28 - 40% Area Median Income Units, and 9 – 30% Area Median Income Units.

This building will create two permanent full-time positions and two part-time positions. They are requesting a P.I.L.O.T. of \$12,000 annually.

MSHDA is doing a Market Rate Study that is to be completed by the end of February or beginning of March.

Among other concerns, Commissioners indicated a concern with the location and number of Market Rate Units to be offered.

This item has been placed on the March 10, 2015 Commission Meeting for consideration. Commissioners are encouraged to contact Cathy Brubaker-Clarke with concerns about this project so they may be addressed before the meeting.

Adjournment.

Motion by Commissioner Hood, seconded by Vice Mayor Spataro to adjourn at 6:21 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

FEBRUARY 10, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, February 10, 2015.

Mayor Gawron opened the meeting with prayer from Mr. George Monroe from the Evanston Avenue Baptist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Eric Hood, Dan Rinsema-Sybenga, Byron Turnquist, and Ken Johnson, City Engineer Mohammed Al-Shatel, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

Absent: Commissioner Willie German

2015-10 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the January 27th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

C. 2015 Dozer Rental for Beach Leveling. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Staff is requesting permission to enter into a rental agreement with Contractors Rental Corporation, out of Grand Rapids, MI for a John Deere 850K WLT Cab Dozer for leveling sand at Pere Marquette Beach.

FINANCIAL IMPACT: Estimated cost for the 2015 Dozer rental is \$8,500 (which includes \$450 for delivery and pickup).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve request.

D. KEPS Technologies, Inc. Telecommunications Permit. ENGINEERING

SUMMARY OF REQUEST: Approve the request for a permit from KEPS Technologies, Inc. and authorize the Mayor to sign the permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATIONS: Approve the permit and sign the documents.

E. Management Agreement – Fisherman’s Landing. FINANCE

SUMMARY OF REQUEST: Approval of the proposed renewal agreement for management of Fisherman’s Landing for 2015 – 2019. The general terms of the agreement are the same as before with the following exceptions:

- The proposed agreement covers a period of five years which can be terminated by either party with a thirty day notice to the other party:
- A non-disparagement clause was removed.

Staff believes Fisherman’s Landing, Inc. is in the best position to manage the facility and continue to oversee its’ operation.

FINANCIAL IMPACT: Approximately \$15,000 is received annually for reimbursement of utility costs plus \$7,000 for boat launch permits.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval.

F. Banking Services RFP. FINANCE

SUMMARY OF REQUEST: The City Recently solicited proposals for banking services. In accordance with City policy, the three banks having physical locations within the city were invited to participate: Fifth-Third (current service provider), Huntington and PNC. Chase Bank also presented a proposal. City staff spent a full day interviewing the banks and viewing online product service demonstrations. Interviews were conducted prior to opening price proposals so that staff could evaluate service depth and quality independent of pricing. The RFP results are summarized as follows:

BANK	GROSS ANNUALIZED PRICE PROPOSAL	NET ANNUALIZED COST(AFTER EARNINGS CREDIT)	FINANCIAL STRENGTH (BAUER FINANCIAL RATING AS OF 12/2014)
CHASE	\$69,542.35	\$20,042.35	4 STARS
FIFTH-THIRD	\$38,678.32	\$ 5,678.32	5 STARS

HUNTINGTON	\$56,843.76	\$29,343.76	5 STARS
PNC	\$37,808.19	\$10,308.19	4 STARS

After reviewing proposals and ratings, staff recommends that Fifth-Third Bank be selected to continue providing this service.

FINANCIAL IMPACT: Banking services are extremely important to the city. We are heavy users of non-traditional services such as lockbox remittance processing, ACH disbursements, and other services which are estimated as equivalent to 2-3 full-time staff positions. Fifth-Third has provided this service to the city for the last seven years. With this proposal we anticipate that costs will be reduced by approximately 5% from current levels.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Selection of Fifth-Third Bank to provide banking services to the city through the year 2021.

G. Community Relations Committee Recommendations for the Various Boards and Committees. CITY CLERK

SUMMARY OF REQUEST: To concur with recommendations from the Community Relations Committee February 9, 2015 meeting to accept the removal of T. Arnold Boezaart from the Local Development Finance Authority due to recent retirement from the MAREC building and to appoint Kevin Ricco and Andy Wible to the Local Development Finance Authority and appoint Charles Anderson to the Citizen's Police Review Board.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

COMMITTEE RECOMMENDATION: Approve the recommendations of the Community Relations Committee from their February 9, 2015, meeting.

Motion by Vice Mayor Spataro, second by Commissioner Johnson to approve the Consent Agenda minus Item B.

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

Nays: None

Absent: German

MOTION PASSES

2015-11 ITEM REMOVED FROM THE CONSENT AGENDA:

B. Purchase of Vacant Land at 2112 Sampson Street. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the purchase of vacant land located at 2112 Sampson Street, from Jan Wood for the price of \$23,600.

After the sale is completed and 2112 Sampson is obtained, the City CNS Department will construct a single family dwelling as part of our HOME funded Homebuyers Program.

FINANCIAL IMPACT: The funding used for the purchase is from 2014 HOME funds.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the request to purchase the property. The purchase price was reached from the recommendation of the Planning Department's valuation based on the SEV and assessing records.

Motion by Commissioner Turnquist, second by Commissioner Rinsema-Sybenga to approve the purchase of vacant land at 2112 Sampson St.

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

Nays: None

Absent: German

MOTION PASSES

2015-12 NEW BUSINESS:

A. Approval of Sale of City-Owned Home at 1581 Division. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the resolution and instruct the Community and Neighborhood Services Department to complete the sales transaction between Shamika L. Ross for the rehabilitated home at 1581 Division, which is part of the City's HOME Program. Ms. Ross's purchase price for the home is \$74,900.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of vacant houses through the HOME program to sustain our current investments to stabilize and revitalize neighborhoods.

BUDGET ACTION REQUIRED: None.

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

Motion by Vice Mayor Spataro, second by Commissioner Rinsema-Sybenga to approve the resolution and direct staff to complete the sale of City-owned home at 1581 Division to Shamika L. Ross for \$74,900.

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

Nays: None

Absent: German

MOTION PASSES

B. Amendment to the Rental Property Ordinance. PUBLIC SAFETY

SUMMARY OF REQUEST: Two small amendments are needed to the recently adopted Rental Property Ordinance. The requirements for an ID was inadvertently removed from sec. 10-351(e)(6) and has been added to this version.

Section 10-351(f)(2) states the insurance policy must be on file in the Clerk's Office making it more cumbersome on the customer to visit two offices. Under the proposed language, a copy of the insurance policy can be collected by Safebuilt or another city designee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the Ordinance as presented.

Motion by Commissioner Hood, second by Commissioner Johnson to approve the amendments the Rental Property Ordinance: Section 10-351(e)(6) and Section 10-351(f)(2).

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

Nays: None

Absent: German

MOTION PASSES (REQUIRES SECOND READING)

C. Consideration of Bids for Muskegon/Webster Avenue from 9th to Spring. ENGINEERING

SUMMARY OF REQUEST: Award the reconstruction contract, using base bid, for Muskegon & Webster Avenues from Ninth to Spring Streets to Jackson Merkey Contractors out of Muskegon TWP since they were the lowest responsible bidder with a total bid price of \$4,367,400.55.

Furthermore, it is kindly requested that staff be authorized to remove and/or adjust quantities regarding landscape and stamped crosswalks to meet budget constraints.

FINANCIAL IMPACT: The construction cost of \$4,367,400.55.

BUDGET ACTION REQUIRED: None at this time, however, future reforecast/budgets might have to be adjusted.

STAFF RECOMMENDATION: Award the contract to Jackson Merkey and

authorize staff to make the necessary adjustments as per the summary of request.

Motion by Vice Mayor Spataro, second by Commissioner Turnquist to award the reconstruction contract for Muskegon/Webster Avenue from 9th to Spring to Jackson Merkey Contractors for \$4,367,400.55 and authorize staff to remove and/or adjust quantities regarding landscape and stamped crosswalks to meet budget constraints.

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

Nays: None

Absent: German

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 6:00 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

**CITY COMMISSION
GOAL SETTING SESSION
FEBRUARY 20, 2015
MINUTES**

2015-13

Present: Mayor Gawron, Vice Mayor Spataro, Commissioners Hood, German, Rinsema-Sybenga, Johnson, and Turnquist.

Staff Present: Peterson, Al-Shatel, Grant, Maurer, Brubaker-Clarke, Bailey, Smith, Thompson, J. Lewis, Cummings, B. Lewis.

Frank Peterson facilitated the session.

Meeting began at 9:00 a.m.

Previous Commission goals were reviewed and discussed.

Staff has just learned our estimated 2% increase in taxable value appears to have materialized as a 1% decrease with a net cost to the General Fund of about \$400,000 annually.

The Commission discussed goals for 2015. They include:

1. City's image, get more information out
2. Budget stabilization,
3. Road funding plan
4. Equal Opportunity Committee, follow up on IFT's
5. Youth jobs and recreation
6. Working with Muskegon Public Schools and other school districts, make an investment east of Peck Street
7. Blight
8. Growing the tax base – look at expanding new market rate housing downtown, work on stalled developments, attract new developments, future DDA tax developments, old farmer's market site
9. LC Walker Arena solution

10. Urban Farming, form based code

Meeting adjourned.

Ann Marie Cummings, MMC
City Clerk

Date: February 10, 2015
To: Honorable Mayor and City Commissioners
From: Public Safety Director
RE: Amendment to the Rental Property Ordinance

SUMMARY OF REQUEST: Two small amendments are needed to the recently adopted Rental Property Ordinance. The requirement for an ID was inadvertently removed from sec. 10-351(e)(6) and has been added to this version.

Section 10-351(f)(2) states the insurance policy must be on file in the Clerk's Office making it more cumbersome on the customer to visit two offices. Under the proposed language, a copy of the insurance policy can be collected by Safebuilt or another city designee.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the Ordinance as presented.

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

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 10 “Buildings and Building Regulations,” Article VI “Property Maintenance Code,” Division 2, Subdivision III. “Rental Property” of the Code of Ordinances of the City of Muskegon is amended as follows:

Subdivision III. Rental Property

Sec. 10-351. Registration of rental dwellings.

- (a) *Required.* All rental dwellings shall be registered with the city. If the owner does not reside within 30 miles of the city, he shall designate a responsible local agent who shall be responsible for operating such dwelling in compliance with the law, including this article. All official notices may be served on the responsible agent, and any notice so served shall be deemed to have been served upon the owner of record. Each owner or responsible local agent shall maintain a current list of the number of occupants of each rental dwelling for which he is responsible. A rental unit certificate of compliance shall not be issued if the registration provisions of this article are not complied with.
- (b) *Deadline for registration; failure to comply.* All rental dwellings existing as of the effective date of the ordinance from which this article is derived shall be registered no later than six months after the effective date of this article. The city shall order registration prior to that date for any dwelling cited in a notice required by this article. Failure to comply with such an order is a violation of this article.
- (c) *Registry of new rental dwellings.* The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy of any new rental units.
- (d) *Change in register information.* The owner of rental dwellings already registered with the city or his responsible local agent shall register within 60 days after any change occurs in register information. A new owner of a registered dwelling shall register the dwelling within 60 days of assuming ownership.
- (e) *Application; contents.* Application for registration shall be made in such form and in accordance with such instructions as may be provided by the administrator and shall include:
 - (1) The address of the rental dwelling.

- (2) The number of dwelling units, the number of rooming units and the number of hotel units in the dwelling.
 - (3) The name, residence address, business address, business phone number and personal phone number of the owner.
 - (4) The name, residence address, business address, business phone number and personal phone number of the manager and responsible local agent designated by the owner.
 - (5) The address where the owner or responsible local agent will accept notices or orders from the city.
 - (6) The driver's license or state identification number of the owner or responsible local agent and the state in which the license or ID was issued.
- (f) *Dwelling fire insurance.* In order to protect the health, safety and welfare of the residents of the city, it is hereby declared that the city shall require dwelling fire insurance for all property owners who let for occupancy premises in the city in the amount and for the purposes provided below.
- (1) *Minimum coverage; use of insurance proceeds.* All property owners owning property in the city shall be required to obtain a minimum of \$10,000 in dwelling fire insurance. Further, in the event of any fire or loss covered by such insurance, it shall be the obligation of the property owner to use such insurance proceeds to cause the restoration or demolition or other repair of the property in adherence to the city code and all applicable ordinances.
 - (2) *Property owners to provide city with insurance information.* All property owners shall be required to place their insurance company name, policy number and policy expiration date on their rental unit registration form, or in the alternative, to provide the city with a copy of their actual dwelling fire insurance policy. A registration certificate shall not be issued to any person unless the aforementioned information has been provided. Violation of this section shall result in suspension of a registration certificate. The city shall be informed of any change in policies for a particular rental unit or cancellation of a policy for said property within 10 days of said change or cancellation.
- (g) *Inaccurate or incomplete register information.* It shall be a violation of this article for an owner or a responsible local agent to provide inaccurate information for the register of rental dwellings or to fail to provide information required by the city under subsection (e) of this section. In those cases in which the owner or responsible local agent is not a natural person, the information required for the register shall be provided for the organization owning the rental dwelling and for the president, general manager or other

chief executive officer of the organization. Where more than one natural person has an ownership interest, the required information shall be provided for each owner.

- (h) *Exemption from registration requirement.* Dwellings that are not owner-occupied, but are occupied by a grandparent, parent, child or current spouse of the owner are exempt from the rental registration requirements outlined in this section. This exemption is limited to single family residential dwellings. It is the responsibility of the owner asking to be exempted from the rental dwelling registration requirement to provide satisfactory proof to the city of the existence of the familial relationship between owner and resident of the dwelling.

(Code 1975, § 4-82; Or. No. 2304, 2-28-12)

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____

Ann Cummings, MMC

City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2015, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015

Ann Cummings, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2015, the City Commission of the City of Muskegon adopted an amendment to Chapter 10 “Buildings and Building Regulations,” Article VI “Property Maintenance Code,” Division 2, Subdivision III. “Rental Property,” Section 10-351 of the Code of Ordinances of the City of Muskegon, whereby the following changes were made:

Section (e)(6) was added to require that the applicant provide a driver’s license or state identification number.

Section (f)(2) was amended to change the requirement that the property insurance information be provided to the City Clerk, specifically, in order that any city-designated agent may accept it.

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

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2015 By: _____
Ann Cummings, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: DPW
RE: Light Fixtures Replacement at Public Service Building through
Consumers Energy

SUMMARY OF REQUEST:

Authorize staff to enter into an agreement (attached) with Consumer Energy (C.E) to provide fifty six (56) light fixtures as described in the attached proposed agreement, installation is not included, for a price of \$9,173.67 to replace the outdated fixtures we currently have as part of our continued efforts for energy conservation.

The proposed lights and an estimated \$5,700 in incentives (rebate and made in Michigan) upon installation from C.E. would result in an estimated payback of less than a year.

FINANCIAL IMPACT:

The initial purchase cost of \$9,173.67; however, the net cost, upon receiving the rebate/incentive, is estimated at \$3,500 plus a possible installation cost of \$2,000 if time did not allow for in-house installation.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Authorize staff to enter into agreement with C.E. to provide the light fixtures

COMMITTEE RECOMMENDATION:

**CONSUMERS ENERGY
COMPANY**

One Energy Plaza, Jackson, Michigan 49201

Material Quotation Only
Not an Invoice

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

DATE: February 9, 2015

REFERENCE: 6 Lamp T8 w/cord

ATTN: Mohammed S. Al-Shatel

QUOTATION NO: 140723-01

This sale of material is not regulated by the Michigan Public Service Commission

DESCRIPTION

Consumers Energy Company ("Consumers Energy") will provide the following described materials, as accepted below, to the City of Muskegon ("Customer") for Customer's facility located at 1350 E. Keating, Muskegon, MI.

BASE PROJECT: Provide T8 Fixtures

Provide Fifty-six (56) Semaphore series IFT86 light fixtures, each being a six lamp, 120 – 277 Volt T8 fixture manufactured by Light Corporation (a Michigan made product). Price includes 2 – 3 lamp T8 instant start ballasts, 6 factory installed lamps, and a 10' cable double gripper hanging system. A 20' cord with a NEMA 7-15 plug will be included with the fixture.

Price:	\$ 9,173.67
Sales tax:	\$ <u>550.42</u>
Total Price:	\$ 9,724.09

Notes:

- Prices quoted are FOB Customer's above-identified facility in Muskegon, MI.
- Consumers Energy presently anticipates (but does not guarantee) that it will receive delivery of the new lights in approximately 4 to 6 weeks after the date this Quotation has been signed by both Customer and Consumers Energy.
- If Customer has a direct pay permit and desires to pay the sales tax directly to the State of Michigan or if Customer claims exemption from sales tax then Customer shall provide Consumers Energy satisfactory evidence of Customer's direct pay permit and/or of Customer's sales tax exemption. If satisfactory evidence is provided, then Consumers Energy will invoice Customer for the above sales price without the sales tax, however, Customer shall bear all responsibility for proper payment of such tax if and as applicable.

THE ATTACHED "TERMS AND CONDITIONS" ARE INCORPORATED HEREIN AND MADE A PART HEREOF. UPON BEING ACCEPTED BY CUSTOMER BY SIGNING BELOW, AND CONFIRMED BY CONSUMERS ENERGY BY CONSUMERS ENERGY'S AUTHORIZED REPRESENTATIVE SIGNING BELOW, THIS QUOTATION SHALL BECOME A CONTRACT BETWEEN THE PARTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE IMMEDIATELY FOLLOWING PARAGRAPH, IT IS UNDERSTOOD THAT THIS QUOTATION WILL NOT BECOME A CONTRACT BETWEEN THE PARTIES, OR OTHERWISE BINDING UPON CONSUMERS ENERGY IN ANY MANNER, UNTIL IT HAS BEEN SO ACCEPTED BY CUSTOMER AND CONFIRMED BY CONSUMERS ENERGY BY EACH SUCH PARTY (OR ITS REPRESENTATIVE) SIGNING BELOW AS AFORESAID.

NOTE: BY RECEIVING THIS QUOTATION, AND REGARDLESS OF WHETHER OR NOT THIS QUOTATION IS ACCEPTED AS SET FORTH ABOVE, CUSTOMER ACKNOWLEDGES THAT THIS QUOTATION CONTAINS INFORMATION THAT IS CONFIDENTIAL AND PROPRIETARY TO CONSUMERS ENERGY AND MAY NOT BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY WITHOUT CONSUMERS ENERGY'S EXPRESS WRITTEN CONSENT. UNAUTHORIZED DISCLOSURE MAY AT CONSUMERS ENERGY'S SOLE OPTION RESULT IN WITHDRAWAL OF THIS QUOTATION AND IMMEDIATE RESTITUTION BY CUSTOMER TO CONSUMERS ENERGY OF ALL OF CONSUMERS ENERGY'S COSTS AND EXPENSES INCURRED IN PREPARING THIS QUOTATION.

To accept this Quotation, Customer must sign and return to Consumers Energy within 30 days from the date shown above.

Quotation prepared by: Patrick Sackrider

Phone#: 989-791-5305

Fax#: 989-791-5977

City of Muskegon

(Customer) hereby accepts the above Quotation:

By (signature): _____

Printed Name/Title: _____

Date: _____

Confirmed:

CONSUMERS ENERGY COMPANY

By (signature): _____

Printed Name/Title: Patrick Sackrider / Sr. Engineer

Date: _____

TERMS AND CONDITIONS

1. Materials. References in these Terms and Conditions to the "materials" shall mean the materials, equipment, goods, supplies or other items to be sold by Consumers Energy to Customer as set forth on the face of this Contract.

2. Delivery/Pickup: If it is specified on the face of this Contract that Customer is to pick up the materials at a Consumers Energy (or other specified) location, then it is Customer's responsibility to pick-up such materials, including (unless otherwise specified on the face of this Contract) that Customer shall load such materials onto Customer's vehicle, promptly on the date specified on the face of this Contract or such other date as Consumers Energy notifies Customer that such materials are available for pickup. If it is specified on the face of this Contract that Consumers Energy is to deliver the materials to a Customer (or other specified) location, then it is Customer's responsibility to receive such materials, including that Customer shall provide Consumers Energy all necessary access to the delivery site to make such delivery, and also including (unless otherwise specified on the face of this Contract) that Customer shall unload such materials from Consumers Energy's (or its subcontractor's) vehicle, promptly on the date specified on the face of this Contract or such other date as Consumers Energy notifies Customer that such materials will be delivered.

3. Delivery Dates: Any dates specified in this Contract as to when the materials will be delivered or available for pickup (as the case may be) are estimated and/or approximate only. In the case of materials that Consumers Energy will be ordering from manufacturers or suppliers, such dates are based entirely on Consumers Energy's current information from the applicable manufacturers or suppliers, which may be subject to change. In any case, any dates specified herein are not guaranteed by Consumers Energy.

4. Title and Risk of Loss: Title, and all risk of loss or damage, to all materials sold hereunder shall pass to Customer at the time the specific materials in question are picked up at or delivered to (as the case may be) the specified pickup or delivery location specified on the face of this Contract. Any loss or damage during loading or unloading at such point of pickup or delivery shall be borne by Customer, unless Consumers Energy is performing such loading or unloading pursuant to the provisions set forth on the face of this Contract. Any loss/damage to any materials after title and risk of loss or damage has passed to Customer as aforesaid shall not relieve Customer of its obligation to pay for such materials pursuant to this Contract.

5. Invoicing and Payments: Consumers Energy will invoice Customer for the materials sold hereunder at the time(s) specified on the face of this Contract, or, if no time(s) are so specified, then Consumers Energy will invoice Customer in full upon delivery/pickup of said materials. Due date(s) for payment by Customer shall be as set forth on the face of this Contract, or, if no due date(s) are so specified, then Customer shall pay Consumers Energy in full the amount set forth on each invoice within 30 days after the date of such invoice. Any payment not made on or before the due date shall be assessed a late payment charge computed at the higher of the rate of 2% per month or \$15 per each 30 day period or portion thereof, whichever is higher (but in no event higher than the maximum rate that may be permitted by law), for the period such payment remains late, beginning on the date the payment becomes past due and ending on the date when the past due amount is paid in full. CONSUMERS ENERGY RESERVES A PURCHASE MONEY SECURITY INTEREST IN THE MATERIALS SOLD HEREUNDER, AND IN ALL PROCEEDS THEREOF, AS SECURITY FOR CUSTOMER'S PAYMENT OF ALL SUMS DUE OR THAT MAY BECOME DUE UNDER THIS CONTRACT, UNTIL SUCH TIME AS ALL SUCH SUMS HAVE BEEN PAID BY CUSTOMER TO CONSUMERS ENERGY IN FULL; it being understood that the foregoing does not limit Consumers Energy's rights to claim any other liens (such as but not necessarily limited to a construction lien) to which it may be entitled by law by reason of any nonpayment by Customer.

6. Warranty/Disclaimer: If and to the extent that the materials sold by Consumers Energy to Customer under this Contract carry a warranty from a third party manufacturer or supplier, then, to the extent that such manufacturer's or supplier's warranties may extend to Customer as the end user, Customer shall have the benefit of such warranties, but Consumers Energy shall in no event itself be deemed liable under any such manufacturers' or suppliers' warranties. **IT IS EXPRESSLY UNDERSTOOD THAT AS BETWEEN CUSTOMER AND CONSUMERS ENERGY, ALL OF THE MATERIALS ARE SOLD AS-IS, CONSUMERS ENERGY MAKING NO WARRANTIES (EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; AND THE SOLE WARRANTY ON THE MATERIALS SHALL BE THE MANUFACTURERS' OR SUPPLIERS' WARRANTIES TO THE EXTENT THAT THERE ARE ANY AND THAT THE BENEFIT OF SAME ACCRUES TO CUSTOMER AS THE END-USER.**

7. Third Party Indemnity: To the full extent allowed by law, Customer shall indemnify and hold Consumers Energy harmless from and against, and shall at Consumers Energy's option undertake the defense of, any and all any and all claims, losses, liabilities and damages, and any and all associated costs (including but not limited to reasonable attorneys' fees), that may be asserted by any third party against Consumers Energy, or which Consumers Energy may sustain or incur, as a result of any use made of the materials provided under this Contract, whether based on warranty, contract, tort (including but not limited to negligence), strict liability or otherwise.

8. Limitation of liability: Without limiting the generality or applicability of any other limitations or disclaimers of liability or remedies set forth herein, it is expressly understood that in no event shall the total liability of Consumers Energy, its agents, employees, vendors and subcontractors, with respect to any and all claims and causes of action under or arising out of this Contract, or the performance of breach thereof, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, exceed in aggregate the price paid by Customer to Consumers Energy hereunder for the particular materials which are the subject of the specific claim, and such liability of Consumers Energy, its agents, employees, vendors and subcontractors, shall in no event include special, indirect, punitive, incidental or consequential damages of any nature (including but not limited to loss of revenue or its use; loss by reason of plant or equipment shutdown or inability to operate at rated capacity; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services outside Consumers Energy's scope of supply hereunder; costs of replacement power or capital; claims of Customer's customers; or inventory or use charges) even if Consumers Energy has been advised of the possibility of such damages. This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if any remedy or remedies set forth elsewhere herein fail in their essential purpose.

9. Force Majeure: Consumers Energy shall in no event be in breach of contract as a result of any delay in performing, or failure to perform, its obligations if such delay or failure is due to strikes or other labor troubles; inability to obtain, upon reasonable terms, the materials or any associated parts, components, supplies or transportation for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order, regulations or restrictions imposed by governmental authorities; or any other cause which is beyond Consumers Energy's reasonable control, whether of a similar or dissimilar nature to any of the foregoing and whether or not existing or foreseeable at the time this Contract is entered into. Consumers Energy shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers Energy's obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonable necessary to enable Consumers Energy to resume performance of its obligations.

10. Taxes: Unless otherwise expressly stated, the prices, rates and/or charges to be paid by Customer as set forth in this Contract exclude any federal, state or local sales, use, excise, gross receipts or similar taxes. If Consumers Energy is required by applicable law or regulation to pay or collect any such taxes, or if any such taxes are

assessed against Consumers Energy on account of the sale of materials hereunder and/or the prices, rates and/or charges to be paid by Customer therefor, no matter when such assessment is made, then such taxes shall be paid by Customer to Consumers Energy in addition to the prices, rates and/or charges set forth in this Contract.

11. Assignment: Any assignment or other transfer of this Contract or any part thereof by Customer without the previous written consent of Consumers Energy shall be void and of no effect.

12. Default: If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

13. Governing Law; Actions; Etc.: This Contract shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Contract being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Contract shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Contract or the breach thereof shall be commenced within one year from the date of delivery of the materials or applicable part thereof (or, if applicable, the date of claimed failure to deliver the materials or applicable part thereof). This Contract is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. The section headings in this Contract are included for reference only; they shall not limit or restrict the interpretation and construction of any of the provisions of this Contract.

14. Entire Agreement; Changes: With respect to the subject matter hereof, this Contract supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire agreement between the parties. CONSUMERS ENERGY EXPRESSLY REJECTS ANY OTHER, ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS THAT MAY BE SET FORTH IN ANY PURCHASE ORDER, REQUEST FOR PROPOSALS OR OTHER DOCUMENT ISSUED BY CUSTOMER; and no part of any purchase order, request for proposals or other documents issued by Customer shall be binding upon Consumers Energy or affect the rights and obligations of the parties hereunder. The terms of this Contract shall not be changed, superseded or supplemented, except in writing signed by authorized representatives of Consumers Energy and Customer.

15. Electronic Documents: After the Contract has been duly signed, delivered and received, by either party to the other party by means of telecopy (fax) transmission or attached to an e-mail (or similar electronic transmission) in an unalterable image format, the Contract shall be considered as validly delivered as the physical delivery of the signed Contract in paper form. In addition, it is further understood that this Contract may at Consumers Energy's option be imaged and stored electronically by Consumers Energy and introduced as evidence in any proceeding as if an original business record; and Customer will not object to the admissibility of such an image as evidence in any proceeding on account of having been stored electronically.



Cost of Electric	\$0.1100	\$/kWh
	Material Costs	\$ 9,174
	Total Annual Savings	\$4,273
	Payback (years)	2.1

Estimated Incentive	\$5,040
Payback w/ Incentive	1.0

Made in Mich Incentive 15%	\$756.00
Payback w/ Incentive	0.8

Difference from original proposal is +\$186.00

WORKING TO DELIVER THE ENERGY YOU NEED, WHENEVER YOU NEED IT.
THAT'S OUR PROMISE TO MICHIGAN!

Date: March 10, 2015
To: Honorable Mayor and City Commission
From: Water Filtration - DPW
RE: Coagulant Mixer

SUMMARY OF REQUEST:

Authorize staff to purchase a coagulant mixer for the Water Filtration Plant from the lowest responsible bidder, Mastrrr Company.

FINANCIAL IMPACT:

\$23,950.00

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends acceptance of bid from Mastrrr Company for \$23,950.00

Date: 2/12/15

To: Mohammed Al-Shatel, Director of DPW

From: Water Filtration Plant

RE: Purchase of a Coagulant Mixer

I am requesting commission approval for the purchase of a coagulant mixer. This mixer will be a back-up unit to the 2 we currently have in service in the event of a failure improving plant reliability.

The current mixers were installed in 2004 and are both operational at the present time; each is capable of mixing our coagulant, aluminum sulfate into the raw water at flows up to 20 million gallons each. Mixing is a requirement under the Safe Drinking Water Act and is an effective tool in adequately dispersing the coagulant for settling of organic materials from Lake Michigan.

I have received bids from the 2 primary manufacturers of this type of in-line mixer, Mastrrr Company at a cost of \$23,950.00 and Walker Process Company at \$25,000.00. The Mastrrr product can be installed by plant staff, the Walker unit would need to be adapted and installation costs would be an additional expense.

I am recommending purchase of the Mastrrr unit at a cost of \$23,950.00.



Kevin Herbert

From: Joe Moore <jmoore@duboiscooper.com>
Sent: Friday, February 06, 2015 5:25 PM
To: Robert Holt
Cc: Kevin Herbert; Sales
Subject: Muskegon WTP - Walker Process Mixer for 24" pipe
Attachments: Sharp Data Sheets for 2HP.PDF; Walker Process InstoMix Brochure.pdf

Bob,
Attached are the drawings of the proposed mixer for the existing 24" pipe at the Muskegon WTP. The attached drawings are for the 2 HP mixer to be side mounted but it can also be top mounted. This mixer requires to be mounted on an 8" flange. Walker Process recommends the two (2) mixer blades be 7.5 inch diameter as shown on the 2nd from last page of the attachment. This will maximize the mixing zone for this mixer. The dimensions on the attached drawings do not account for a knife gate on the 8" flange where the mixer is mounted.

Please provide the following dimensions for the Muskegon installation:

1. Dimension of the proposed knife gate to be mounted to the 8" flange. I will need to confirm with Walker Process that they can extend the mixer shaft to accommodate the added thickness of the
2. Dimension of the 8" flange face off the outer perimeter of the existing 24" pipe.

As discussed, Walker Process does not have actual mixing performance data on this single point chemical injector and the mixer as an individual component installation since this is not their standard offering. Walker Process has received recommendations from Sharp Mixer and Safety flow on this application that the optimal mixing set-up is positioning the chemical feed 3 feet upstream of the mixer in the center of the pipe. We are responding to a request to fit this existing application without cutting out the existing 24" pipe to fit Walker Process's standard InstoMix product. Attached is a brochure of Walker Process's InstoMix product that includes a multi-point chemical feed, vanes and mixer factory-mounted in a 24" pipe spool. The approximate cost of the InstoMix unit for a 24" pipe is \$25,000. Walker Process does have performance data and has proven mixing effectiveness for the mixing with their standard InstoMix units.

Call me with any questions.

Joseph Moore, P.E.
DuBois-Cooper Associates, Inc.
905 Penniman Avenue
Plymouth, MI 48170

734.455.6700
734.455.6711 fax
313.920.7064 cell

Kevin Herbert

From: Chuck Kronk <ckronk@waterworkssystems.com>
Sent: Wednesday, February 11, 2015 5:40 PM
To: Kevin Herbert
Cc: Dave Connors
Subject: Mastrrr Co. Intrudrrr Flanged Inline Induction Unit

Hi Kevin,

The cost for purchasing a spare Intrudrrr Model 35FP is:

New unit – size 7.5 HP

Cost: \$23,950.00 plus freight charges

This price includes only the induction unit without the packing gland, insertion assembly, knife gate valve or controls. The mounting flange size is 8" diameter.

Shipment will be made within 14-16 weeks after receipt of your order. Please let me know if you require shop drawings for this unit.

Your order should be issued to Waterworks Systems & Equipment, Inc. Standard terms are net thirty (30) days.

If you have any questions, please let Dave Connors or me know.

Thank you,

Chuck Kronk
ckronk@waterworkssystems.com
Waterworks Systems & Equipment, Inc.
810-231-1200

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.5645 / Virus Database: 4284/9096 - Release Date: 02/11/15

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: City Clerk
RE: Gaming License - MOKA

SUMMARY OF REQUEST: MOKA has recently moved into the City of Muskegon and is requesting to be recognized as a 501C3 for a gaming license.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.

February 27, 2015

Ms. Ann Cummings,
Muskegon City Clerk
Muskegon City Hall
933 Terrace St.
Muskegon MI 49440

RE: Agenda for March 10, 2015. **MOKA Foundation** request to conduct fundraisers

Dear Ms. Cummings,

This letter is to request permission for the MOKA Foundation to conduct fundraisers in the City of Muskegon. I have enclosed a \$75.00 check as requested.

MOKA nonprofit is a 501 c 3 Corporation Tax ID 38-2227805 established in 1978 whose Mission Statement is: To create opportunities for independence and acceptance in our communities by supporting people to make choices, build relationships, share places, develop skills, enhance reputations and contribute back.

The MOKA Foundation is a 501 c 3 public nonprofit charity Tax ID 35-2154666 established in 2001. The Foundation receives and administers donations to advance MOKA's mission, assist individuals MOKA supports with unmet needs, and provides resources for education.

During FY 2013/2014 MOKA supported 1,247 enrollments representing 867 individuals. Some individuals are enrolled in more than one core service.

Briefly MOKA core services are:

- Employment Services: build skills for paid and volunteer work.
- Community Living Supports: live independently at home with 1:1 support.
- Residential Services: Live in one of our 29 Specialized Residential Treatment Group Homes or 8 Supported Independent Living Group Homes. 11 in Muskegon County.
- Life Goal Planning: Develop personal goals through Life Goal planning.
- Supports Coordination: Benefit from links to therapies and clinical support.

The **MOKA Foundation** is having a fundraiser Tending for a Cause on Saturday March 28, 2015 at Olds Boys Brewhouse, 971 West Savidge Street, Spring Lake, MI 49456 from 3-5 pm. We are raising funds for a matching grant to replace 2 Specialized Residential Treatment Group Homes, one we rent and one owned by Community Mental Health of Muskegon County. Both are limited in space and not conducive to best practices treatment. We are building 2 therapeutically designed homes licensed for 4-6 adults with 4 bedrooms providing permanent supportive housing. Each home is approx. 1,296 sq. ft. larger allowing increased personal space and privacy reducing conflict and the frequency of challenging behaviors. The Universal design supports residents who use or may use a wheelchair, special accessible bathing facilities, and aging in place principles. The properties are in new subdivisions considered valued places to live giving residents the opportunity to be respected members of our community.

We recently moved our administration offices to downtown Muskegon, more about that later, and with this fundraiser hoping to include a 50/50 raffle, we need your motion and documentation. Our raffle license requires your permission. The fundraiser will also feature live and silent auctions. I have included a flyer and I hope you will join us.

MOKA recently added an additional site at 715 Terrace Street, Muskegon 49440 which we will continue to share with PNC. This will serve as our main administrative office and offer these services:

- Children's Autism Applied Behavioral Analysis (ABA) Program-Main Floor Suite
- Community Living Supports Program Administration, 2nd Floor all other services
- Specialized Residential Administration - Muskegon Region
- Accounts Payable and Receivable
- Administration
- Conference Rooms with Teleconferencing
- Human Resources
- Information Technology
- MOKA Foundation/Development
- Payroll
- Property Management

At our 3391 Merriam, Muskegon 49444 will serve as a basis for Skill Building Program with these services:

- Employment Services, e2 Program, Endeavor Program. Local Launch Pads and Training Rooms
- Skill Building Administration
- Conference Rooms

Thank you in advance. MOKA is excited to have expanded to downtown and we hope you will join us at Tending for a Cause on March 28, 2015.

Sincerely,



Diane Szewczyk-Smith
Development Director
Email dsmith@moka.org
231-830-9376 ext. 648



**We See the Individual
in Everyone**

Supporting more than 1,245 individuals with developmental and intellectual disabilities annually throughout west Michigan, MOKA assists individuals to:

- Initiate Life Goal Planning;
- Build skills through Employment Services to acquire meaningful paid and volunteer work;
- Live independently in their own home with Community Living Supports;
- Live in our 37 Specialized Residential Homes;
- Benefit from coordinated Clinical Support; and
- Give back to their communities through volunteerism and other ways.



The MOKA Foundation is a separate public nonprofit charity (501-c-3) established in 2001. The Foundation receives and administers donations to advance MOKA's mission, assist individuals MOKA supports with unmet needs, and provides resources for education.

800-644-2434
www.moka.org

Tending For a Cause Fundraiser **Saturday, March 28, 2015**

3:00 - 5:00 PM

Old Boys Brewhouse (OBB)

971 West Savidge Street, Spring Lake, MI 49456

You're invited! Support guest bartenders, enjoy your favorite beverages delicious food, live auctions, silent auction and a 50/50 raffle!

To replace 2 existing homes proceeds will support a matching grant for the construction of 2 new Specialized Treatment Homes for individuals with intellectual disabilities in Muskegon County.

10 % percent of all sales receipts started between 3-5 pm on beverages and food, plus \$1 from 3 featured ales and the personalized "MOKA" drink, plus tips in the

MOKA Foundation tip jar raise money for the match and homes. Donate online at www.moka.org select the Give tab. Thank you.



Invite your friends and family, watch some basketball and enjoy your Saturday afternoon at OBB.

OBB produces only the finest hand crafted ales using the freshest ingredients, along with hand crafted root beer and specialty sodas too! The family friendly restaurant menu features: burgers, chicken, dinners, a kids menu, gluten free and vegetarian items. Learn more at www.oldboysbrewhouse.com

Questions? Contact Diane Szewczyk-Smith, Development Director
231-830-9376, ext. 648, dsmith@moka.org
715 Terrace St. Suite 201, Muskegon, MI 49441-1168

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Business Improvement District (BID) Resolution

SUMMARY OF REQUEST: We are requesting the attached resolution be adopted establishing a Business Improvement District. The boundaries are outlined in the attached map. It is also requested the Commission establish the board with the following recommended individuals:

Amanda Garabedian – First General Credit Union (121 W. Western Ave.)
Bruce Lindstrom – BellaBay Realty (587 W. Western Ave.)
Bob Pero – Frontier Communications (860 Terrace St.)
Doug Pollock – Parkland Properties/Holiday Inn (939 3rd St.)
Gary Post – Port City Construction/Western Ave. Properties LLC (350 W. Western Ave)
Bob Tarrant – Hume Properties LLC (900 3rd St.)
City Manager – City of Muskegon

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To adopt the resolution as presented.

Business Improvement District Resolution

A resolution establishing the Downtown Muskegon Business Improvement District, designating the boundaries of the BID, and establishing the Downtown Muskegon Business Improvement District Board.

Resolved by the Commission of the City of Muskegon:

By way of this resolution, and subject to the requirements of Act 49 of the Public Acts of 1999, the City Commission establishes the Downtown Muskegon Business Improvement District, with the boundaries of this Business Improvement District being outline on the attached map.

This district includes the following classes of property:

130 Assessable Properties (consisting of commercial and industrial)

26 Exempt Properties (St. Mary's Catholic Church, Muskegon Public Schools, Greater Muskegon Women's Club, St. Paul's Episcopal Church, Muskegon Community College, Baker College of Muskegon, Muskegon County, City of Muskegon, United States Post Office, Muskegon Eagles)

8 Residential Properties (including apartment and condominium buildings)

Further, by way of this resolution, the City Commission establishes the Downtown Muskegon Business Improvement District Board, consisting of seven members, and the persons nominated for this board shall be the following:

Amanda Garabedian – First General Credit Union (121 W. Western Ave.)

Bruce Lindstrom – BellaBay Realty (587 W. Western Ave.)

Bob Pero – Frontier Communications (860 Terrace St.)

Doug Pollock – Parkland Properties/Holiday Inn (939 3rd St.)

Gary Post – Port City Construction/Western Ave. Properties LLC (350 W. Western Ave)

Bob Tarrant – Hume Properties LLC (900 3rd St.)

City Manager – City of Muskegon

Adopted this 10th day of March 2015.

Stephen J. Gawron
Mayor

Ann Marie Cummings, MMC
City Clerk



Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: City Clerk's Office
RE: Amendment to the Mobile Food Vending Ordinance

SUMMARY OF REQUEST: In 2014 the City adopted a Mobile Food Vending Ordinance. Staff encountered no issues and received no complaints. Staff believes mobile food vending units are a benefit to our city and downtown and would like to encourage more participation.

We are requesting to amend the ordinance to (1) change the amount of time a mobile food vending truck may stay in one place from 15 minutes to 30 minutes without a permit; and (2) change the distance a mobile food vending service may be parked within an existing brick and mortar restaurant from 150 feet to 50 feet.

Further, to encourage more participation, we are asking to lower the permit fees from \$300 a unit, \$150 for existing restaurants in the City of Muskegon, and \$50 for restaurants in the Downtown Development area to be changed from a monthly fee to an annual fee.

FINANCIAL IMPACT:

STAFF RECOMMENDATION: To adopt the ordinance amendment and update the fee schedule as indicated.

City of Muskegon
Muskegon, Michigan
Ordinance No.

THE CITY OF MUSKEGON HEREBY ORDAINS:

Mobile Food Vending Ordinance

Chapter 50, Section 50-302 and Section 50-304(o) of the Code of Ordinances of the City of Muskegon is amended as follows:

Sec. 50-302. Scope.

The provisions of this article apply to mobile food vehicles/trailers/stands engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon or in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are station in the same location for no more than 30 minutes at a time, such as ice cream trucks. (Ord. No. 2321, § 50-302, 4-22-2014)

Sec. 50-304. Regulations.

O. Mobile food vehicles/trailers/stands shall not be parked within 50 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business, or closer than 50 feet from another approved mobile food vehicle/trailer/stand unless the vendor has obtained permission from the restaurant. (Ord. No. 2321, § 50-304, 4-22-2014)

This ordinance adopted:

Ayes:

Nays:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By:

Ann Marie Cummings, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon at a regular meeting of the City Commission on the _____ day of _____, at which meeting a quorum was present and remained throughout, and the original of said ordinance is on file in the records of the City of Muskegon. I further certify the meeting was conducted, and public notice was given, pursuant to an in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: March 10, 2015

Ann Marie Cummings, MMC
City Clerk

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

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: City Clerk's Office
**RE: Amendment to the Special Event Parking
Downtown Ordinance**

SUMMARY OF REQUEST: In 2014 the City adopted a Special Event Parking Downtown Ordinance to require businesses to offer public restrooms during special events. Once it was implemented for a season, we were able to ask for input from those businesses it impacted.

Based on the feedback, staff is requesting to modify the ordinance to remove the requirement the first port-a-jon be an ADA accessible facility and include a hand washing unit. Staff is also requesting to change the language to indicate public restrooms be available within 100 feet of the parcel.

Staff is also requesting the fee schedule be changed to indicate no permit is needed for those parking under 50 vehicles and offering an annual permit of \$125. A \$50 per event fee will still be offered those businesses who wish to pay a per event fee.

FINANCIAL IMPACT: None.

STAFF RECOMMENDATION: To adopt the ordinance amendment and update the fee schedule as indicated.

City of Muskegon
Muskegon, Michigan
Ordinance No.

THE CITY OF MUSKEGON HEREBY ORDAINS:

Sec. 50-111. Special event parking downtown

Residents and businesses selling parking spaces on their property during a city approved special event in the downtown district are required to obtain a license. At least one restroom facility must be made available to the public for 50 - 99 parking spaces being offered within 100 feet of a parcel and two restroom facilities be available within 100 feet on parcels selling 100 or more parking spaces. Parcels may be combined as long as they are contiguous. The license must be prominently displayed at the entrance to the parking facility and if the number of parking spaces meets or exceeds 50, a sign must be prominently displayed indicating to the public that a public restroom is available. (Ord. No. 2322, § 50-111, 4-22-2014) **Sees. 50-112—50-130. Reserved.**

This ordinance adopted:

Ayes:

Nays:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By:

Ann Marie Cummings, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon at a regular meeting of the City Commission on the _____ day of _____, at which meeting a quorum was present and remained throughout, and the original of said ordinance is on file in the records of the City of Muskegon. I further certify the meeting was conducted, and public notice was given, pursuant to an in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: March 10, 2015

Ann Marie Cummings, MMC
City Clerk

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

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: City Clerk's Office
RE: Amendment to the Licensing Ordinance

SUMMARY OF REQUEST: This is a request to amend ordinance 50-2, Licensing, Penalties and Remedies. Staff is asking to revise the ordinance to state property owners are also subject to a municipal civil infraction if any of the provisions of the ordinance are violated.

FINANCIAL IMPACT: None.

STAFF RECOMMENDATION: To adopt the ordinance amendment.

City of Muskegon
Muskegon, Michigan
Ordinance No.

THE CITY OF MUSKEGON HEREBY ORDAINS:

Licensing

Sec. 50-2. Penalties and remedies.

Any person violating any of the provisions of this chapter shall be responsible for a municipal civil infraction. In addition, any property owner in which any of the violations is taking place shall be responsible for a municipal civil infraction. Each day on which any violation of this chapter shall continue shall constitute a separate offense. The city may utilize injunctive remedies to prevent further violations of this chapter and to require compliance with this chapter.

(Code 2002, § 50-2; Ord. No. 1166, § 1(5-17),
(5-18), 8-11-1998)

This ordinance adopted:

Ayes:

Nays:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By:

Ann Marie Cummings, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon at a regular meeting of the City Commission on the _____ day of _____, at which meeting a quorum was present and remained throughout, and the original of said ordinance is on file in the records of the City of Muskegon. I further certify the meeting was conducted, and public notice was given, pursuant to an in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: March 10, 2015

Ann Marie Cummings, MMC
City Clerk

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

Commission Meeting Date: March 10, 2015

Date: March 3, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Zoning Ordinance

SUMMARY OF REQUEST:

Staff initiated request to amend the zoning ordinance to allow amusement and recreational facilities, including indoor and outdoor sports fields in B-2, Convenience and Comparison Business districts.

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 at their special meeting in February.

CITY OF MUSKEGON
PLANNING COMMISSION
SPECIAL MEETING

STAFF REPORT
February 25, 2015

Hearing, Case 2014-04: Staff initiated request to amend the zoning ordinance to allow amusement and recreational facilities, including indoor and outdoor sports fields in B-2, Convenience and Comparison Business districts.

STAFF OBSERVATIONS

1. Staff has received requests for these types of businesses in the past for certain locations in different business districts throughout the city. These include sports fields, indoor skate parks and bounce houses.
2. Currently, the only business districts these types of uses would be allowed in would be in B-3 and B-4 districts, under a Special Use Permit.
3. Staff feels that these types of uses are compatible with the intent of the B-2 district and should be allowed as a use by right. Many of the B-2 district within the city are located within and around residential neighborhoods and would provide easy access for customers.
4. Please see the enclosed map depicting B-2 districts in the city.

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold**:

SECTION 1100: PRINCIPAL USES PERMITTED

10. Recording studios. [amended 8/02]
11. Stores selling second hand merchandise. [amended 3/12]
12. Brewpubs. [amended 3/12]
13. Micro Breweries, Small Wineries and Small Distilleries as long as the brewing area is less than 2,500 square feet. [amended 3/12]
14. **Amusement and recreational facilities, including indoor and outdoor sports fields**

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 1100 of the Zoning Ordinance to allow recreational facilities, including indoor and outdoor sports fields in B-2, Convenience and Comparison Business districts.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**:

SECTION 1100: PRINCIPAL USES PERMITTED

10. Recording studios. [amended 8/02]
11. Stores selling second hand merchandise. [amended 3/12]
12. Brewpubs. [amended 3/12]
13. Micro Breweries, Small Wineries and Small Distilleries as long as the brewing area is less than 2,500 square feet. [amended 3/12]
- 14. Amusement and recreational facilities, including indoor and outdoor sports fields**

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Cummings, 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 10th day of March, 2015, 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 2008, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015.

Ann Cummings, 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 10, 2015, the City Commission of the City of Muskegon adopted an ordinance to amend Section 1301 of the Zoning Ordinance to allow amusement and recreational facilities, including indoor and outdoor sports fields in B-2, Convenience and Comparison Business districts. 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 _____, 2015.

CITY OF MUSKEGON

By _____
Ann Cummings, MMC
City Clerk

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

Account No. 101-80400-5354

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement; Traffic signal
Upgrades @ Sherman & Glenside

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the traffic signal upgrades at Sherman & Glenside and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is limited to the approved federal funds of \$102,343. The estimated total construction cost is \$131,000 plus engineering cost. Also, the City of R.P. has committed participation of 25% of local share.

BUDGET ACTION REQUIRED:

none at this time

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE TRAFFIC SIGNAL UPGRADING AT SHERMAN & GLENSIDE TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN CUMMINGS, TO EXECUTE SAID CONTRACT

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **15-5042** between the Michigan Department of Transportation and the City of Muskegon for the **Traffic Signal Upgrading at Sherman & Glenside** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **15-5042** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2015.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Cummings, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2015**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Cummings, City Clerk

CMAQ

DA

Control Section	CMG 61400
Job Number	118971A
Project	CMG 1561(002)
Federal Item No.	JJ 5338
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5042

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 27, 2015, attached hereto and made a part hereof:

Traffic signal upgrading work at the intersection of Sherman Boulevard and Glenside Boulevard; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CONGESTION MITIGATION AND AIR QUALITY

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Congestion Mitigation and Air Quality Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$102,343, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction

of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous

substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available

funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the

REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY
[Signature]
Administrator
Real Estate

2-9-15
Date

January 27, 2015

EXHIBIT I

CONTROL SECTION	CMG 61400
JOB NUMBER	118971A
PROJECT	CMG I561(002)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$131,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$131,000
Less Federal Funds*	<u>\$102,343</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 28,657

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: City – MDOT Agreement for the reconstruction of:
Getty St; Evanston to Apple Ave. (M-46)

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the reconstruction of Getty Street from Evanston to Apple and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

The State's participation is limited to 54% of the cost and capped at \$375,000 with the estimated \$400,000 remaining cost, including engineering, is the city's responsibility..

BUDGET ACTION REQUIRED:

none at this time

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RECONSTRUCTION OF GETTY STREET FROM EVANSTON TO APPLE AVE. TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN CUMMINGS, TO EXECUTE SAID CONTRACT

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **15-5083** between the Michigan Department of Transportation and the City of Muskegon for the **reconstruction of Getty Street from Evanston to Apple Ave.** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **15-5083** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2015.

BY

Stephen J. Gawron, Mayor

ATTEST

Ann Cummings, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2015**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Cummings, City Clerk

TED (F)
NON FED

COM
Control Section EDF 61566
Job Number 125509A
Contract No. 15-5083

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated February 18, 2015, attached hereto and made a part hereof:

Reconstruction work along Getty Street from Apple Avenue (Highway M-46) to Evanston Avenue; including concrete pavement and curb and gutter work; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "F" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 6. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, local ordinances, and State and local standards and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes, local ordinances, and State and local regulations.

- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes, local ordinances, and State and local regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall

provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category F shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 54 percent of the approved and responsible low bid amount, or (2) \$375,000, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 54 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING

PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 640 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. In addition to any protection afforded by a policy of insurance, the REQUESTING PARTY agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and all officers, agents, and employees thereof:

- A. From any and all claims by persons, firms, or corporations for labor, materials, supplies or services provided to the REQUESTING PARTY in connection with the contract which the REQUESTING PARTY shall perform under the terms of this contract; and
- B. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of the Agreement, including the design of the PROJECT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract, it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the

Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

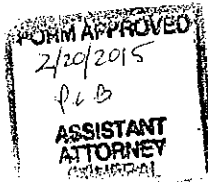
CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 18, 2015

EXHIBIT I

CONTROL SECTION	EDF 61566
JOB NUMBER	125509A

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$700,000
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ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$700,000
Less TED FUNDS*	<u>\$375,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$325,000

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Construction Engineering Services – Sherman & Glenside Traffic Signal

SUMMARY OF REQUEST:

Authorize staff to enter into an engineering services agreement with Flies & Vandenbrink out of Muskegon to perform the necessary construction engineering for the Sherman & Glenside traffic signal upgrade. F & V was selected via verbal contacts with local consultants seeking their interest which included Westshore Engineering and Johnson Anderson.

FINANCIAL IMPACT:

Estimated cost of \$18,300.

BUDGET ACTION REQUIRED:

None at this time, however, some adjustments might have to be made as a result of the bids which are expected in early March.

STAFF RECOMMENDATION:

Authorize **staff** to enter into an engineering services agreement with F & V.

COMMITTEE RECOMMENDATION:



February 20, 2015

Mr. Mohammed Al-Shatel, City Engineer
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49440

RE: Construction Engineering for Traffic Signal Improvements on Sherman Blvd. at Glenside Blvd.

Dear Mohammed:

We are pleased to submit our proposal for construction engineering on the above referenced project. We understand the project is on the March 6, 2015 MDOT letting with the Progress Clause requiring construction to be completed by June 30, 2015. Below is our scope of work and engineering budget for the project.

Scope of Work

We have prepared a scope of services to complete the construction engineering for the project outlined above.

A. Construction Engineering

1. Construction Administration: Schedule and attend preconstruction meeting with contractor, City and MDOT. Prepare MDOT pay estimates for payments to the contractor. Address questions from the field. Prepare contract modifications.
2. Construction Staking: Provide one-time construction staking for contractor's placement of the proposed improvements.
3. MDOT Field Manager including:
 - a. Pay Estimates.
 - b. On-site wage rate interviews.
 - c. Collection of contractor certified payrolls.
 - d. Comparison of interviews and the payrolls with the minimum wages.
 - e. Assemble project files to MDOT standards.
 - f. Collect material certifications & documents from contractor for project file.
 - g. Schedule and attend MDOT project closeout/audit at project conclusion.
4. Construction Observation: Estimated at 20 hours per week for 4 weeks. Provide daily record keeping of construction activities in accordance with MDOT requirements including prevailing wage rate interviews, product certifications, quantities verification and conformance of work to plans and specifications.

**316 Morris Avenue, Suite 230
Muskegon, MI 49440**
P: 231.726.1000
F: 231.726.2200
www.fveng.com

5. Material Testing: Coordinate off-site material testing such as concrete cylinder breaks and strain pole anchor bolt testing per MDOT standards. Off-site material testing will be invoiced directly to City.
6. Project Closeout
 - a. Conduct final walk through with City.
 - b. Prepare punch list of items to be completed by contractor.
 - c. Prepare "red line" record drawings showing as-constructed dimensions and details to City for incorporation in the drawings.
 - d. Provide project closeout in accordance with MDOT.

Based on our understanding of the project, we have estimated our services to be provided for the following fees:

Construction Engineering

Construction Administration	\$4,600
MDOT Field Manager	\$3,400
Construction Staking	\$1,200
Construction Observation	\$7,300
Project Closeout	<u>\$1,800</u>
Total Estimated Fees	\$18,300

Our above fees are based on a construction period of 4 weeks and observation of 20 hours per week. With the project being bid in March and completion June 30, the actual time allowed for construction is around 12 weeks. However, we have talked with Strain Electric and understand this work is typically completed in a 4 week period. If the construction period and level of observation effort differs, we agree to adjust our fees for construction observation proportionately, higher or lower, based on the schedule and level of effort needed to observe the contractors work.

We look forward to working with you on this project. If there are any questions, please call me at (231) 726-1000.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Don DeVries, P.E.
Project Manager

DJD/slt

Commission Meeting Date: March 10, 2015

Date: February 26, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Lakeshore Smartzone LDFA- Plan Amendment & Public Hearing

SUMMARY OF REQUEST: The City of Muskegon Local Development Finance Authority (LDFA) and City Commission approved The Lakeshore Smartzone Local Development Finance Authority and Tax Increment Financing Plan ("Plan") in 2002. The State of Michigan recently provided the opportunity to extend the Tax Increment Finance (TIF) capture for an additional five years, if the Smartzone LDFA Plans are amended to include additional projects, job creation, cooperation with other regional entities and/or additional reporting. As this additional five years of TIF capture will assist the City in paying back the bonds that were issued for development of the MAREC facility, an amendment to the Plan was prepared. The amendment was approved by the LDFA and the Plan has been forwarded to the City Commission, where a public hearing is to be held.

FINANCIAL IMPACT: The additional five years of tax capture will allow for the generation of approximately \$175,330 in revenues from school taxes (in addition to the \$331,035 generated from local taxes).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: That the City Commission hold the public hearing and approve the resolution amending the Plan.

COMMITTEE RECOMMENDATION: None.

City of Muskegon
County of Muskegon, Michigan

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENTS TO
THE LAKESHORE SMARTZONE LOCAL DEVELOPMENT FINANCE AUTHORITY
AND TAX INCREMENT FINANCING PLAN OF THE CITY OF MUSKEGON LOCAL
DEVELOPMENT FINANCE AUTHORITY

WHEREAS, the City of Muskegon Lakeshore Smartzone Local Development Finance Authority (the "Authority") has previously prepared and approved a Local Development Finance Authority (the "LDFA") Plan and Tax Increment Financing Plan (the "Plan") for the Development Area described in the Plan, which was approved by the City Commission on May 14, 2002, pursuant to Act 281, Public Acts of Michigan, 1986("the Act") ; and,

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

WHEREAS, on March 10, 2015 the City Commission held a public hearing on the Plan Amendment pursuant to "the Act"; and,

WHEREAS, the purpose of the amendment is to allow for a five (5) year Tax Increment Finance Extension; per Public Act 290, 2012; and,

WHEREAS the City has published the Notice of Public Hearing twice in MLIVE, and has mailed by certified mail the Notice of Public Hearing to the governing bodies of each taxing jurisdiction in which the Development Area is located and given them an opportunity at the public hearing to express their views and recommendations regarding the Plan Amendment.

NOW, THEREFORE, THE CITY OF MUSKEGON ORDAINS:

1. Findings

(a) The development plan portion of the Plan, as amended by the Plan

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

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

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

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

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

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

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

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

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

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

5. Amendment to Ordinance No. 969; Conflict and Severability. Ordinance No. 969 is hereby amended by this ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of the Ordinance are, to the extent of such conflict, hereby repealed. Each section of the Ordinance and each subdivision of any

section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of the Ordinance.

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

7. Publication and Recordation. The Ordinance shall be published in full promptly after its adoption in the Muskegon Chronicle, a newspaper of general circulation in the City, qualified under State law to publish legal notices, and shall be recorded in the Ordinance Book of the City, which recording shall be authenticated by the signature of the City Clerk.

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

Passed and adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, on March 10, 2015.

AYES: Members _____

NAYS: Members _____

ABSENT: Members _____

ORDINANCE DECLARED ADOPTED.

EFFECTIVE DATE: _____

CITY OF MUSKEGON

By _____
Ann Marie Cummings, City Clerk

I hereby certify that the foregoing is a true and complete copy of Ordinance No. _____ adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on March 10, 2015 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Cummings, City Clerk

Date: March 10, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Recommendation for Annual Renewal of Liquor
Licenses

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 21, 2015, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Adoption of the resolution.

**RESOLUTION RECOMMENDING STATE WITHHOLD
RENEWAL OF LIQUOR LICENSES FOR CODE
VIOLATIONS**

Resolution No. 2015-

THE CITY COMMISSION OF THE CITY OF MUSKEGON DO RESOLVE, that whereas, the attached business establishments in the City of Muskegon have liquor licenses and are found to be in violation of Article V, Section 50-146 and 50-147 of the Code of Ordinances of the City of Muskegon.

AND WHEREAS, a hearing was held on March 10, 2015, before the City Commission to allow such licensees an opportunity to refute the determination of the City Commission that such establishments are in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission; and

WHEREAS, an affidavit of mailing of Notices of Hearing and Notification of Non-Compliance to City Standards to the licensees has been filed;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby recommends that these liquor licenses not be approved for renewal, and a copy of this Resolution be sent to the State Liquor Control Commission. If any of these establishments come into compliance by March 21, 2015, they will be removed from this Resolution.

Approved and adopted this 10th day of March, 2015.

AYES:

NAYS:

By: _____
Ann Marie Cummings, MMC
City Clerk

2015 Non-compliance Liquor Licenses				
Name	Address	Inspections	Treasurer/ Income Tax	Clerk
Clay Avenue Cellars	611 W. Clay	X	X	X
Dollar General	1367 E. Apple	X		
Dollar General	2160 Henry	X		
Dollar General	381 E. Laketon	X		
Dreamer's	978 Pine		X	
Express Lane	1992 S. Getty		X	X
Lakeshore Tavern	1963 Lakeshore		X	X
Los Amigos, Inc.	1848 E. Sherman Blvd., Suite M			X
Pat's Roadhouse	157 S. Getty		X	
Racquets	446 W. Western			X
Tipsy Toad	609 W. Western		X	X

X - Not in compliance

Commission Meeting Date: March 10, 2015

Date: March 4, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: PILOT- General Capital Acquisitions, LLC

SUMMARY OF REQUEST: Josh Hafron, General Capital Acquisitions, LLC has requested a PILOT for an affordable senior housing development at 30 E. Clay. The building currently on this site is on the City's demolition list. The proposed development includes demolition of the existing building and the construction of a senior housing project, which would include 64-87 units (depending on the final determination from MSHDA). The development, named "The Berkshire Muskegon", would contain both 1- and 2-bedroom units, as well as a common area, exercise room, community room, library/business center and outdoor space. Also, Mr. Hafron has attempted to discuss the project with the neighborhood president, but she has not been available. In the past, the neighborhood has been interested in having senior housing in their neighborhood for their existing residents, as they become interested in moving from their single-family homes into apartment-style living.

FINANCIAL IMPACT: Although the PILOT for the project will be less than the taxes captured for a similar market-rate project, the situation with this particular property is that the contribution towards the City will be greater to the City with the development under a PILOT than it would be either with the existing building on the property, or as a vacant lot (the likely scenario into the foreseeable future).

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached "Contract for Housing Exemption" and "Development Agreement" and authorize the Mayor and Clerk to sign.

CITY OF MUSKEGON

CONTRACT FOR HOUSING EXEMPTION

This Agreement between **GENERAL CAPITAL ACQUISITIONS, LLC**, a Wisconsin limited liability company (the “Developer”) and **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, Michigan (the “City”) is made pursuant to the following terms:

RECITALS

A. The City has adopted Chapter 82, Article II “Taxation” of the City Code of Ordinances, providing for tax exemption (the “Ordinance”).

B. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

C. Developer has acquired an option to purchase a site in the City of Muskegon for the construction of a proposed low-income housing project (for the elderly) as defined in City Section 82-46 of the Ordinance (the “Project”).

D. Developer and an affiliate of Developer, to be formed, have or will enter into an agreement to form a limited dividend housing association limited liability company to function as owner of the proposed low-income housing Project. The owning entity to be formed will be identified as Berkshire Muskegon Limited Dividend Housing Association, LLC.

E. The City encourages construction and financing of the said low-income housing project which is identified by the working name of Berkshire Muskegon Apartments.

F. To further enable and encourage the construction of the housing project, Developer and the City enter into this Agreement.

G. The legal description of the Project is set forth in Exhibit A attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Exemption. As contemplated and pursuant to Act 346 of the Public Acts of 1966, as amended, the State Housing Development Authority (the "Act"), the City hereby grants an exemption from all ad valorem property taxes attributable to the buildings which consist of rental units offered to eligible low income persons and families as defined by the Michigan State Housing Development Authority (the "Authority").

2. Term of Exemption. This exemption shall continue for the period of time the housing units remain subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Service Codes of 1986, as amended (IRS Codes), or the Authority Regulatory Agreement not to exceed 25 years. The City agrees to be contractually bound by this Agreement to honor the exemption status of the proposed project as provided herein and in this Agreement for the entire period during which the Project is financed by the Authority or receives low income housing tax credits under Section 42 of the IRS Codes, provided that the said loan or a loan originally financed by the low income housing tax credits continues outstanding and not in default as more particularly set forth in Section 82-50(3) of the Ordinance, not to exceed 25 years.

3. Responsibilities of the Developer. The Developer agrees to perform the following:

3.1 The Developer shall pay the service charge and payment in lieu of taxes on or before July 1, of each year during the time the exemption is in effect. The service charge shall equal four percent (4%) of the contract rents charged for the total of all units in the exempt housing project, whether the units are occupied or not and whether or not the rents are paid.

3.2 The Developer agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority's administration of the low income housing tax credit program.

3.3 In lieu of the requirement to submit a statement of contract rents within 30 days after December 31, as required by the Ordinance, Developer shall submit an annual audit by April 1st. If not timely filed, and 30 days after notice to Developer of said delinquency, a penalty of 1.25% of the service charge shall be imposed. This penalty shall be collectible in the same manner provided in Section 82-54 of the Ordinance.

4. Term. This Agreement shall continue in effect for the entire period of eligibility for the exemption as set forth in the Ordinance.

5. Interpretation of Financing. The City agrees that the use of low income housing tax credits constitutes financing of the loan by the Authority in fulfillment of the requirements of Section 82-50(3) of the Ordinance.

6. Third Party Beneficiary. This Agreement shall benefit the parties named, including the limited dividend housing association to be formed, and further shall benefit the Authority, or such other mortgagee as may have financed the housing project, which may enforce this Agreement, both as its interest may appear, and on behalf of the Developer and its successors and assigns. No other party is a beneficiary of this Agreement.

7. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 3, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

8. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

9. Binding and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

10. Effective Date. The effective date of this Agreement is the date that Developer or its assignee acquires the Property.

11. Severability. The various sections and provisions of this Agreement shall be deemed to be severable, and should any section or provision of this Agreement be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Agreement as a whole or any section or provision of this Agreement, other than the section or provision so declared to be unconstitutional or invalid.

12. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Agreement are of no effect to the extent of such inconsistency or conflict.

13. Choice of Law; Venue. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

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

City of Muskegon

Dated: _____, 2015

By: _____
Steve Gawron, Mayor

Dated: _____, 2015

By: _____
Ann Cummings, Clerk

General Capital Acquisitions, LLC

Dated: _____, 2015

By: _____
Josh Hafron

DEVELOPMENT AGREEMENT

This Agreement between **GENERAL CAPITAL ACQUISITIONS, LLC**, a Wisconsin limited liability company (the “Developer”) and **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, Michigan (the “City”) is made pursuant to the following terms:

Background

- A. Concurrent with this Agreement, Developer and City have entered into a Contract for Housing Exemption, an executed copy of which is attached hereto as Exhibit 1, for development of a low-income housing project for the elderly, Berkshire Muskegon Apartments (“the Development”).
- B. The City has granted an exemption from all ad valorem property taxes for the Development.
- C. The City’s practice has been to require a minimum of two units in an affordable housing tax exempt project to be “market rate” units.
- D. In addition to the terms of the agreement regarding the Development’s tax exempt status, the parties wish to memorialize additional details herein.

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

- 1. In lieu of the City’s requirement that Developer construct a minimum of two “market rate” units, Developer shall pay to the City a fee of \$125,000 upon commencing construction of the Development.
- 2. In addition to imposition of the minimum service charge of four percent (4%) of contract rents, as outlined in the Contract for Housing Exemption, Developer shall pay to the City a service fee of one percent (1%) of contract rents, for the provision of essential services such as police and fire protection, pursuant to the same time line as that of the service charge.

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

CITY OF MUSKEGON

Dated: _____, 2015

By: _____
Steve Gawron, Mayor

Dated: _____, 2015

By: _____
Ann Cummings, Clerk

GENERAL CAPITAL ACQUISITIONS, LLC

Dated: _____, 2015

By: _____
Josh Hafron

Date: March 3, 2015
To: Honorable Mayor and City Commissioners
From: Finance Director
RE: Second Quarter 2014-15 Budget Reforecast

SUMMARY OF REQUEST: At this time staff is transmitting the ***Second Quarter 2014-15 Budget Reforecast*** which outlines proposed changes to the budget that have come about as result of changes in revenue projections, policy priorities, labor contracts, updated economic conditions, or other factors.

FINANCIAL IMPACT: Significant second quarter proposed adjustments to the budget are as follows:

- General Fund revenues are reforecast to be \$1,248,426 lower than the first quarter reforecast. This decrease is primarily due to moving \$1,168,300 in anticipated grants revenue for the Veterans Park improvements from the general fund to the state grants fund. In addition, due to revised state estimates, revenue sharing is projected to be \$155,752 lower than the original budget.
- General Fund expenditures are estimated to be \$1,096,409 lower than the first quarter reforecast. This decrease is largely due to moving the Veteran's Park capital project to the state grants fund. The DDA will require a subsidy of \$70,000 from the general fund for the current year's debt service as TIF revenue has declined due to tax appeals.
- There are a number of changes proposed for capital projects and include:
 - ◆ In the General Fund, Veteran's Park upgrades project was moved to the state grants fund. Pere Marquette Park playground equipment project reduced from \$20,000 to \$15,000 for the current fiscal year.
 - ◆ In the Major Streets Fund, proposed projects are now \$3,247,000 compared to \$6,825,000 as projected in the first quarter, largely due to the timing of projects.
 - ◆ In the Public Improvement Fund, the proposed beach warning system has been eliminated.
 - ◆ In the State Grants Fund, \$1,168,300 has been included for the

- Veteran's Park capital project which is funded primarily by grants.
- ◆ In the Equipment Fund, capital items have been adjusted to reflect revisions of needs versus available resources.

BUDGET ACTION REQUIRED: City commission approval of this reforecast will formally amend the City's 2014-15 budget.

STAFF RECOMMENDATION: Approval.

COMMITTEE RECOMMENDATION: None.

**City of Muskegon
2014-15 Budget Summary
Summary of Budgeted Funds**

Fund Name	Projected Beginning Fund Balance/Working Capital	Projected Revenues	Projected Expenditures	Projected Ending Fund Balance/Working Capital	Increase (Decrease) Fund Balance/Working Capital
1 General	\$ 5,796,097	\$ 24,290,383	\$ 24,408,118	\$ 5,678,362	\$ (117,735)
2 Major Streets	1,352,922	7,009,844	5,429,576	2,933,190	1,580,268
3 Local Streets	737,511	996,838	1,499,390	234,959	(502,552)
4 Criminal Forfeitures Fund	189,410	18,700	21,350	186,760	(2,650)
5 Budget Stabilization Fund	1,700,000	-	-	1,700,000	-
6 Tree Replacement Fund	1,156	1,550	1,000	1,706	550
7 Brownfield Authority Fund (Betten)	(1,331,453)	124,878	165,383	(1,371,958)	(40,505)
8 Brownfield Authority Fund (Former Mall)	-	106,500	106,500	-	-
9 Tax Increment Finance Authority Fund	829	38,040	38,000	869	40
10 Downtown Development Authority Debt Fund	93,778	238,500	329,838	2,440	(91,338)
11 Local Development Finance Authority III Fund (SZ)	42,847	428,423	440,000	31,270	(11,577)
12 Arena Improvement	28,012	34,200	34,000	28,212	200
13 Sidewalk Improvement	343,756	40,000	156,875	226,881	(116,875)
14 Public Improvement	370,268	270,500	129,000	511,768	141,500
15 State Grants	107,977	1,170,300	1,191,516	86,761	(21,216)
16 Marina & Launch Ramp	167,641	184,800	179,681	172,760	5,119
17 Public Service Building	568,069	1,098,948	992,955	674,062	105,993
18 Engineering Services	79,207	517,500	431,930	164,777	85,570
19 Equipment	802,987	2,227,500	2,759,599	270,888	(532,099)
20 General Insurance	1,509,014	4,048,046	4,041,188	1,515,872	6,858
21 Sewer	3,545,607	8,773,500	9,267,445	3,051,662	(493,945)
22 Water	2,656,611	6,392,597	6,254,132	2,795,076	138,465
Total All Budgeted Funds	\$ 18,762,246	\$ 58,011,547	\$ 57,877,476	\$ 18,896,317	\$ 134,071

CITY OF MUSKEGON
GENERAL FUND

HISTORICAL SUMMARY

Year		Revenues & Transfers In		Expenditures & Transfers Out		Fund Balance at Year-End
2001	\$	23,446,611	\$	23,235,978	\$	3,162,367
2002		23,617,163		23,971,534		2,807,996
2003		23,328,756		23,705,334		2,431,418
2004		23,401,793		23,388,019		2,445,192
2005		23,732,641		23,658,227		2,519,606
2006		24,669,210		24,498,776		2,690,040
2007		25,031,403		24,800,810		2,920,633
2008		25,563,632		26,100,539		2,383,726
2009		24,105,019		24,850,082		1,638,663
2010*		16,142,764		11,742,973		6,038,454
2010-11		24,029,686		25,556,758		4,511,382
2011-12		24,126,111		23,617,448		5,020,045
2012-13		23,628,096		22,708,893		5,653,558
2013-14		23,960,758		23,818,219		5,796,097

Fiscal 2014-15 Budget Summary

FUND BALANCE AT START OF YEAR **\$ 5,796,097**

MEANS OF FINANCING:

Taxes	15,026,000	61.9%
Licenses and Permits	1,428,500	5.9%
Federal Grants	84,296	0.3%
State Grants	15,000	0.1%
State Shared Revenue	3,917,141	16.1%
Other Charges	2,378,865	9.8%
Fines and Fees	419,000	1.7%
Other Revenue	628,081	2.6%
Other Financing Sources	<u>393,500</u>	<u>1.6%</u>
	24,290,383	100.0%

ESTIMATED REQUIREMENTS:

Customer Value Added Activities	18,740,044	76.8%
Business Value Added Activities	4,380,678	17.9%
Fixed Budget Items	<u>1,287,396</u>	<u>5.3%</u>
	24,408,118	100.0%

ESTIMATED FUND BALANCE AT END OF YEAR **\$ 5,678,362**

OPERATING DEFICIT (USE OF FUND BALANCE) **\$ (117,735)**

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

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - General Fund

	Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
Available Fund Balance - BOY	\$ 5,020,045	\$ 5,653,598	\$ 4,751,031	\$ 5,796,097	\$ 5,653,558	\$ 5,796,097	\$ 1,045,066	
Taxes								
101-00000-4100	PROPERTY TAX	5,686,870	5,502,231	5,538,000	357,038	340,211	5,538,000	\$ - BC Cobb loss, but now @ 10 mills
101-00000-4101	CHARGE BACK COLLECTED	-	-	-	-	-	-	-
101-00000-4102	IN LIEU OF TAX	96,346	93,886	95,000	-	-	95,000	-
101-00000-4103	IFT/CFT TAX	58,087	91,292	82,000	-	-	82,000	-
101-00000-4104	PROPERTY TAX SANITATION	1,484,252	1,436,072	1,661,000	105,966	89,908	1,661,000	- BC Cobb loss, but now @ 3 mills
101-00000-4140	INCOME TAX	7,506,472	7,831,423	7,650,000	3,718,973	3,514,855	7,650,000	-
		\$ 14,832,027	\$ 14,954,904	\$ 15,026,000	\$ 4,181,977	\$ 3,944,974	\$ 15,026,000	\$ -
Licenses and permits								
101-00000-4202	BUSINESS LICENSES & PERMITS	31,623	38,200	29,500	14,875	6,530	45,000	15,500
101-00000-4203	LIQUOR LICENSES & TAX REBATE	44,955	55,009	50,000	44,931	46,724	50,000	-
101-00000-4204	CABLE TV LICENSES OR FEES	358,785	358,755	350,000	89,381	86,627	350,000	-
101-00000-4205	HOUSING LICENSES	45,575	10,232	8,000	(4,629)	8,905	8,000	- Decrease due to SAFEbuilt contract
101-00000-4206	INSPECTION FEE	190	340	-	1,032	75	-	-
101-00000-4207	CEMETERY-BURIAL PERMITS	89,170	89,459	90,000	40,295	46,980	90,000	-
101-00000-4208	BUILDING PERMITS	278,166	488,042	405,000	195,399	183,215	405,000	- Several large projects planned
101-00000-4209	ELECTRICAL PERMITS	67,128	108,657	86,000	43,991	48,247	86,000	-
101-00000-4210	PLUMBING PERMITS	26,519	48,221	47,000	15,224	23,734	47,000	-
101-00000-4211	HEATING PERMITS	62,305	72,051	61,000	32,065	32,639	61,000	-
101-00000-4212	POLICE GUN REGISTRATION	-	1,650	1,500	75	1,400	1,500	-
101-00000-4213	RENTAL PROPERTY REGISTRATION	117,535	185,697	150,000	76,171	92,850	150,000	-
101-00000-4221	VACANT BUILDING FEE	108,284	105,751	125,000	46,370	52,816	125,000	- Increased blight fight efforts
101-00000-4224	TEMPORARY LIQUOR LICENSE	8,050	8,075	10,000	1,625	1,825	10,000	-
		\$ 1,238,285	\$ 1,570,139	\$ 1,413,000	\$ 596,805	\$ 632,567	\$ 1,428,500	\$ 15,500
Federal grants								
101-00000-4300	FEDERAL GRANTS	117,324	83,324	46,370	38,653	33,114	84,296	37,926 JAG/BPV/FEMA/WEMET
		\$ 117,324	\$ 83,324	\$ 46,370	\$ 38,653	\$ 33,114	\$ 84,296	\$ 37,926
State grants								
101-00000-4400	STATE GRANTS	13,819	14,557	15,000	7,406	7,587	15,000	- Police \$15K
		\$ 13,819	\$ 14,557	\$ 15,000	\$ 7,406	\$ 7,587	\$ 15,000	\$ -
State shared revenue								
101-00000-4502	STATE SALES TAX CONSTITUTIONAL	2,667,026	2,729,570	2,913,387	993,147	960,817	2,800,405	(112,982) Based on current state estimates
101-00000-4503	STATE EVIP PAYMENTS	1,033,845	1,083,651	1,159,506	372,244	361,217	1,116,736	(42,770) Based on current state estimates
		\$ 3,700,871	\$ 3,813,221	\$ 4,072,893	\$ 1,365,391	\$ 1,322,034	\$ 3,917,141	\$ (155,752)
Other charges for sales and services								
101-00000-4603	TAX COLLECTION FEE	267,293	259,755	289,276	-	37,490	289,276	- 1% admin fee on all mills
101-00000-4604	GARBAGE COLLECTION	46,624	43,723	40,000	20,433	19,026	40,000	-
101-00000-4606	ADMINISTRATION FEES	250,000	250,000	250,000	125,000	125,000	250,000	-
101-00000-4607	REIMBURSEMENT ELECTIONS	329	13,342	300	169	331	31,000	30,700
101-00000-4608	INDIRECT COST ALLOCATION	1,171,536	983,104	965,889	479,020	491,552	965,889	-
101-00000-4609	PROCUREMENT CARD REBATE	54,556	64,268	41,000	-	-	41,000	-
101-00000-4611	SPECIAL EVENTS REIMBURSEMENT	66,596	90,233	75,000	63,610	78,948	75,000	-
101-00000-4612	CEMETERY SALE OF LOTS	31,482	28,817	25,000	6,408	18,524	25,000	-
101-00000-4614	REIMBURSEMENT LOT CLEAN UP	32,462	26,813	10,000	10,351	11,312	10,000	- Decrease due to SAFEbuilt contract
101-00000-4615	POLICE DEPARTMENT INCOME	67,322	89,488	65,000	57,582	36,330	65,000	-

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - General Fund

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
101-00000-4617	FIRE DEPARTMENT INCOME	2,843	5,691	3,500	1,339	2,356	3,500	-	
101-00000-4619	MISC. SALES AND SERVICES	2,452	36,281	3,000	250	1,020	3,000	-	
101-00000-4620	FIRE PROTECTION-STATE PROP	117,776	82,526	82,500	80,227	82,526	82,500	-	
101-00000-4621	ZONING & ENCROACHMENT FEES	11,164	12,265	11,000	5,590	9,000	11,000	-	
101-00000-4622	MISC. CLERK FEES	2,827	2,445	2,800	1,085	1,173	2,800	-	
101-00000-4624	TAX ABATEMENT APPLICATION FEES	5,904	750	6,000	2,622	500	6,000	-	
101-00000-4625	MISC. TREAS. FEES	42,948	48,369	50,000	4,804	5,099	50,000	-	
101-00000-4631	REIMBURSEMENT SCHOOL OFFICER	25,276	19,498	22,500	11,255	10,927	22,500	-	
101-00000-4633	OBSOLETE PROPERTY FEES	-	250	-	-	250	-	-	
101-00000-4634	PASSPORTS	4,160	5,565	3,500	5,095	1,975	8,000	4,500	
101-00000-4635	START UP CHARGE/REFUSE	10,615	9,350	10,000	3,025	3,905	10,000	-	
101-00000-4636	REFUSE BAG & BULK SALES	23,852	22,790	23,000	13,736	10,830	23,000	-	
101-00000-4637	APPLIANCE STICKER	25	75	300	100	25	300	-	
101-00000-4642	LIEN LOOK UPS	15,700	14,270	15,000	6,845	7,183	15,000	-	
101-00000-4648	FALSE ALARM FEES/POLICE	5,265	14,220	11,500	6,435	5,895	11,500	-	
101-00000-4649	CEMETERY-MISC. INCOME	17,369	16,288	15,000	8,591	10,692	15,000	-	
101-00000-4650	SENIOR CITIZENS TRANSPORTATION	8,382	-	-	-	-	-	-	
101-00000-4651	REIMBURSEMENT LOT MOWING	43,648	47,760	20,000	12,027	26,519	20,000	-	Decrease due to SAFEbuilt contract
101-00000-4652	MUSKEGON HEIGHTS ZONING	-	2,958	1,600	3,395	-	1,600	-	
101-00000-4654	FIRE RESPONSE FEE	-	4,500	3,000	1,500	-	3,000	-	
101-00000-4656	SITE PLAN REVIEW	3,600	2,700	3,500	1,100	700	3,500	-	
101-00000-4657	COLUMBARIUM NICHE	1,725	-	1,000	150	-	1,000	-	
101-00000-4658	IMPOUND FEES	38,844	34,700	35,000	20,850	16,850	35,000	-	
101-00000-4659	LANDLORDS ALERT	40	-	-	-	-	-	-	
101-00000-4660	MISC RECREATION INCOME	6,667	6,602	6,500	1,489	3,654	6,500	-	
101-00000-4661	LEASE GREAT LAKES NAVAL MEMORIAL	15,000	15,000	15,000	7,500	8,750	15,000	-	
101-00000-4663	FLEA MARKET AT FARMERS MARKET	30,935	26,410	35,000	17,437	16,919	35,000	-	
101-00000-4664	FARMERS MARKET INCOME	42,599	58,440	40,000	39,941	31,980	40,000	-	
101-00000-4665	LEASE BILLBOARDS	6,800	6,800	6,800	-	-	6,800	-	
101-00000-4670	PICNIC SHELTER	19,600	20,673	35,000	8,340	6,670	35,000	-	
101-00000-4671	MCGRAFT PARK	61,053	47,651	46,000	42,866	38,511	46,000	-	
101-00000-4672	SAFEBUILT LOT MOWING	-	395	-	29,670	-	-	-	
101-00000-4673	RENTAL - CENTRAL DISPATCH	44,938	46,782	45,000	16,522	16,691	45,000	-	
101-00000-4674	RENTAL - CITY HALL	16,244	23,022	19,200	12,610	11,183	19,200	-	
101-00000-4675	RENTALS - BEACH	2,500	2,500	10,000	-	2,500	10,000	-	
101-00000-4676	SAFEBUILT - TRASH PICKUP	-	-	-	14,710	-	-	-	
101-00000-4693	FARMERS MARKET EVENT RENTAL	-	-	-	750	-	-	-	
		\$ 2,618,951	\$ 2,487,069	\$ 2,343,665	\$ 1,144,429	\$ 1,152,796	\$ 2,378,865	\$ 35,200	
Fines and fees									
101-00000-4701	INCOME TAX-PENALTY & INTEREST	174,801	173,321	170,000	89,213	78,592	170,000	-	
101-00000-4702	DELINQUENT FEES	30,872	47,975	30,000	417	4,398	30,000	-	
101-00000-4703	INTEREST/LATE INVOICES	-	12	-	-	12	-	-	
101-00000-4704	PENALTIES/INTEREST/FINES	2,318	2,086	2,000	1,045	1,071	2,000	-	
101-00000-4706	LATE FEE ON INVOICES OVER 45 DAYS	-	-	-	490	-	-	-	
101-00000-4751	CIVIL INFRACTIONS	-	1,450	25,000	5,350	-	25,000	-	Increased blight fight efforts
101-00000-4754	TRAFFIC FINES & FEES	77,803	75,451	62,000	30,037	31,125	62,000	-	Moratorium on 2-6 AM parking ban
101-00000-4755	COURT FEES	125,184	102,465	130,000	44,875	49,736	130,000	-	
		\$ 410,978	\$ 402,760	\$ 419,000	\$ 171,427	\$ 164,934	\$ 419,000	\$ -	

City of Muskegon
Annual Budget & Quarterly Budget Reforecast - General Fund

	Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
Other revenue								
101-00000-4800	MISC. & SUNDRY	9,208	4,573	5,000	5,550	1,389	5,000	-
101-00000-4802	REIMB:DEMOS AND BOARD-UPS	10,639	9,670	10,000	1,903	3,351	10,000	-
101-00000-4803	CDBG PROGRAM REIMBURSEMENTS	333,929	320,459	344,706	6,818	23,091	344,706	-
101-00000-4805	CONTRIBUTIONS	3,755	7,355	11,000	6,100	3,200	11,000	-
101-00000-4806	BIKE/PROPERTY AUCTIONS-POLICE	6,058	-	2,000	-	-	2,000	-
101-00000-4808	SALE OF PROPERTY AND EQUIPMENT	-	2,000	-	-	-	-	-
101-00000-4811	FISHERMANS LANDING REIMBURSEMENT	17,471	18,196	16,500	-	-	16,500	-
101-00000-4814	PROMOTIONAL PRODUCTS	25	118	25	146	109	25	-
101-00000-4818	RECOVERY OF BAD DEBT	7,122	392	2,000	1,130	240	2,000	-
101-00000-4821	CONTRIBUTIONS/GRANTS	2,250	-	79,000	-	-	80,350	1,350 Fire Radios/Rap grant/Forfeitures
101-00000-4823	CONTRIBUTIONS - DISC GOLF COURSE IMPROVE	4,480	-	-	-	-	-	-
101-00000-4825	CONTRIBUTIONS - VETERAN'S PARK MAINT	16,155	64,387	16,500	-	-	16,500	-
101-00000-4829	COMMUNITY FOUNDATION GRANT - MCGRAFT PAR	4,800	-	-	-	-	-	-
101-00000-4830	CONTRIBUTIONS - WEST MI ECON DEV PARTNERSH	-	-	-	-	2,000	-	-
101-00000-4832	CONSUMERS ENERGY ESSENTIAL SERVICES	-	-	100,000	100,000	-	100,000	- Anticipated Consumers settlement
101-00000-4841	GRANT: COMMUNITY FOUNDATION	10,000	25,000	54,000	-	15,000	40,000	(14,000) PM improvements/recreation/trails
		\$ 425,892	\$ 452,150	\$ 640,731	\$ 121,647	\$ 48,380	\$ 628,081	\$ (12,650)
Interest & Operating Transfers								
101-00000-4902	OP. TRANS FROM SPECIAL REVENUE	52,995	79,922	106,500	-	-	106,500	- Increase due to BRA RZ phaseout
101-00000-4903	OP. TRANS FROM DEBT SERVICE	50,000	50,000	38,000	19,000	25,000	38,000	- Declining Hotel TIF Captured Values
101-00000-4904	OP. TRANS FROM CAPITAL PROJECTS	-	3,035	176,000	-	-	176,000	- Public Improvement Fund PM Park
101-00000-4906	OP. TRANS FROM INTERNAL SERVICE FUND	200,000	-	-	-	-	-	- One-time revenue (MMRMA) in FY13
101-00000-4908	OP. TRANS FROM NONEXPENDABLE	20,653	-	23,000	-	-	23,000	-
101-00000-4970	INTEREST INCOME	69,568	27,037	50,000	19,654	12,456	50,000	-
101-00000-4971	UNREALIZED GAIN (LOSS) ON INVESTMENT	(123,263)	15,907	-	(50,311)	(21,216)	-	-
101-00000-4980	SALE OF FIXED ASSETS	-	-	-	-	-	-	-
		\$ 269,953	\$ 175,901	\$ 393,500	\$ (11,657)	\$ 16,240	\$ 393,500	\$ -
Total general fund revenues and other sources								
		\$ 23,628,100	\$ 23,954,025	\$ 24,370,159	\$ 7,616,078	\$ 7,322,626	\$ 24,290,383	\$ (79,776)

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
I. Customer Value Added Activities									
40301 Police Department									
5100	SALARIES & BENEFITS	7,650,897	7,627,359	8,255,003	3,801,183	3,802,742	8,255,003	-	
5200	SUPPLIES	63,751	106,028	99,225	41,829	51,891	99,225	-	
5300	CONTRACTUAL SERVICES	893,404	814,379	818,350	469,821	416,965	818,350	-	
5400	OTHER EXPENSES	16,611	15,615	15,000	6,493	4,130	15,000	-	
5700	CAPITAL OUTLAYS	17,591	8,192	34,925	4,539	3,317	34,925	-	
		\$ 8,642,254	\$ 8,571,573	\$ 9,222,503	\$ 4,323,865	\$ 4,279,045	\$ 9,222,503	\$ -	
		\$ 8,642,254	\$ 8,571,573	\$ 9,222,503	\$ 4,323,865	\$ 4,279,045	\$ 9,222,503	\$ -	
50336 Fire Department									
5100	SALARIES & BENEFITS	2,842,619	3,093,073	3,230,934	1,622,420	1,495,536	3,230,934	-	
5200	SUPPLIES	103,835	148,475	117,700	99,423	70,167	117,700	-	
5300	CONTRACTUAL SERVICES	420,775	436,164	181,800	87,161	202,497	181,800	-	
5400	OTHER EXPENSES	3,514	7,468	7,600	3,230	2,693	7,600	-	
5700	CAPITAL OUTLAYS	42,880	38,000	56,025	26,881	7,305	56,025	-	
		\$ 3,413,623	\$ 3,723,180	\$ 3,594,059	\$ 1,839,115	\$ 1,778,198	\$ 3,594,059	\$ -	
50338 New Central Fire Station									
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	58,416	71,068	60,000	23,861	23,349	60,000	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 58,416	\$ 71,068	\$ 60,000	\$ 23,861	\$ 23,349	\$ 60,000	\$ -	
50387 Fire Safety Inspections									
5100	SALARIES & BENEFITS	164,533	-	-	-	-	-	-	
5200	SUPPLIES	1,547	5,118	-	5,113	302	-	-	
5300	CONTRACTUAL SERVICES	306,646	576,474	599,000	213,886	153,390	599,000	-	
5400	OTHER EXPENSES	950	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	(742)	6,580	-	-	-	-	-	
		\$ 472,934	\$ 588,172	\$ 599,000	\$ 218,999	\$ 153,692	\$ 599,000	\$ -	
		\$ 3,944,973	\$ 4,382,420	\$ 4,253,059	\$ 2,081,975	\$ 1,955,239	\$ 4,253,059	\$ -	
60523 General Sanitation									
5100	SALARIES & BENEFITS	19,689	20,629	22,000	9,498	10,181	22,000	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	1,522,242	1,587,853	1,696,309	663,545	668,196	1,600,000	(96,309)	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
5900	OTHER FINANCING USES	200,000	200,000	-	-	100,000	-	-	
		\$ 1,741,931	\$ 1,808,482	\$ 1,718,309	\$ 673,043	\$ 778,377	\$ 1,622,000	\$ (96,309)	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
60550	Stormwater Management								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	12,994	11,444	10,000	-	-	10,000	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 12,994	\$ 11,444	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	
60448	Streetlighting								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	655,118	647,680	670,000	157,752	274,266	650,000	(20,000)	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 655,118	\$ 647,680	\$ 670,000	\$ 157,752	\$ 274,266	\$ 650,000	\$ (20,000)	
60707	Senior Citizen Transit								
5100	SALARIES & BENEFITS	31,420	3,379	-	1,007	1,623	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	10,396	5,000	-	-	5,000	-	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 41,816	\$ 8,379	\$ -	\$ 1,007	\$ 6,623	\$ -	\$ -	
60446	Community Event Support								
5100	SALARIES & BENEFITS	13,668	14,204	10,000	8,602	6,909	14,000	4,000	
5200	SUPPLIES	1,015	964	1,200	40	964	1,200	-	
5300	CONTRACTUAL SERVICES	4,586	7,202	10,000	4,457	5,923	10,000	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 19,269	\$ 22,370	\$ 21,200	\$ 13,099	\$ 13,796	\$ 25,200	\$ 4,000	
70751	Parks Maintenance								
5100	SALARIES & BENEFITS	342,929	353,365	396,463	159,146	180,944	396,463	-	
5200	SUPPLIES	54,898	70,127	89,688	30,962	39,811	89,688	-	
5300	CONTRACTUAL SERVICES	603,317	636,391	651,969	348,347	312,645	651,969	-	
5400	OTHER EXPENSES	4	-	-	220	-	-	-	
5700	CAPITAL OUTLAYS	8,314	6,376	5,000	-	627	5,000	-	
		\$ 1,009,462	\$ 1,066,259	\$ 1,143,120	\$ 538,675	\$ 534,027	\$ 1,143,120	\$ -	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
70757	Mc Graft Park Maintenance								
5100	SALARIES & BENEFITS	3,935	6,149	8,299	1,303	3,617	8,299	-	
5200	SUPPLIES	2,851	5,369	4,900	1,639	2,040	4,900	-	
5300	CONTRACTUAL SERVICES	15,456	39,324	33,550	10,381	31,513	33,550	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	1,220	390	1,000	310	180	1,000	-	
		\$ 23,462	\$ 51,232	\$ 47,749	\$ 13,633	\$ 37,350	\$ 47,749	\$ -	
70756	Municipal Marina								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	-	-	-	214	-	-	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ -	\$ -	\$ -	\$ 214	\$ -	\$ -	\$ -	
70276	Cemeteries Maintenance								
5100	SALARIES & BENEFITS	89,049	92,987	82,932	60,299	42,874	82,932	-	
5200	SUPPLIES	5,258	8,696	7,950	1,981	2,526	7,950	-	
5300	CONTRACTUAL SERVICES	259,567	276,689	254,436	180,264	159,028	265,000	10,564	
5400	OTHER EXPENSES	1,563	-	8,230	-	-	8,230	-	
5700	CAPITAL OUTLAYS	7,466	8,457	-	552	-	-	-	
		\$ 362,903	\$ 386,829	\$ 353,548	\$ 243,096	\$ 204,428	\$ 364,112	\$ 10,564	
70585	Parking Operations								
5100	SALARIES & BENEFITS	1,076	1,977	2,000	214	741	2,000	-	
5200	SUPPLIES	-	150	-	521	150	-	-	
5300	CONTRACTUAL SERVICES	4,189	4,154	3,800	1,778	1,810	3,800	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	6,777	-	-	-	
		\$ 5,265	\$ 6,281	\$ 5,800	\$ 9,290	\$ 2,701	\$ 5,800	\$ -	
70357	Graffiti Removal								
5100	SALARIES & BENEFITS	3,122	1,626	4,000	1,888	1,053	4,000	-	
5200	SUPPLIES	91	46	200	1,332	22	200	-	
5300	CONTRACTUAL SERVICES	640	490	4,661	171	343	4,661	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 3,853	\$ 2,162	\$ 8,861	\$ 3,391	\$ 1,418	\$ 8,861	\$ -	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
70863	Farmers' Market & Flea Market								
5100	SALARIES & BENEFITS	27,276	33,799	35,000	21,071	17,001	45,000	10,000	
5200	SUPPLIES	2,913	4,073	3,150	5,240	-	4,500	1,350	
5300	CONTRACTUAL SERVICES	33,051	38,824	54,254	49,405	20,892	89,000	34,746	
5400	OTHER EXPENSES	25	-	500	-	-	500	-	
5700	CAPITAL OUTLAYS	-	22	5,000	-	22	5,000	-	
		\$ 63,265	\$ 76,718	\$ 97,904	\$ 75,716	\$ 37,915	\$ 144,000	\$ 46,096	
70865	Farmers' Market EBT Program								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	-	-	-	180	-	-	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ -	\$ -	\$ -	\$ 180	\$ -	\$ -	\$ -	
		\$ 3,939,338	\$ 4,087,836	\$ 4,076,491	\$ 1,729,096	\$ 1,890,901	\$ 4,020,842	\$ (55,649)	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
70775 General Recreation									
5100	SALARIES & BENEFITS	3,062	-	-	-	-	-	-	
5200	SUPPLIES	96	-	200	-	-	200	-	
5300	CONTRACTUAL SERVICES	92,786	105,498	95,700	54,573	58,056	100,300	4,600	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 95,944	\$ 105,498	\$ 95,900	\$ 54,573	\$ 58,056	\$ 100,500	\$ 4,600	
80387 Environmental Services									
5100	SALARIES & BENEFITS	331,404	217,401	151,555	53,140	154,326	151,555	-	
5200	SUPPLIES	10,649	6,336	8,300	2,713	4,344	8,300	-	
5300	CONTRACTUAL SERVICES	194,996	443,623	659,775	480,934	117,382	709,775	50,000	
5400	OTHER EXPENSES	547	225	1,000	310	-	1,000	-	
5700	CAPITAL OUTLAYS	3,897	8,580	3,500	-	2,736	3,500	-	
		\$ 541,493	\$ 676,165	\$ 824,130	\$ 537,097	\$ 278,788	\$ 874,130	\$ 50,000	
		\$ 637,437	\$ 781,663	\$ 920,030	\$ 591,670	\$ 336,844	\$ 974,630	\$ 54,600	
10875 Other - Contributions to Outside Agencies									
	MUSKEGON AREA TRANSIT (MATS)	80,164	77,430	78,850	18,659	40,082	78,850	-	
	NEIGHBORHOOD ASSOCIATION GRANTS	17,738	16,500	21,000	3,445	-	21,000	-	
	MUSKEGON AREA FIRST	45,566	45,566	45,660	22,783	22,783	45,660	-	
	VETERANS MEMORIAL DAY COSTS	4,463	6,692	7,000	-	-	7,000	-	
	WEST MI ECONOMIC DEVELOPMENT PARTNERSHIP	-	-	3,000	-	-	3,000	-	
	DOWNTOWN MUSKEGON NOW	42,995	79,922	106,500	-	25,000	106,500	-	
	LAKESIDE BUSINESS DISTRICT	2,500	2,500	2,500	-	-	2,500	-	
	211 SERVICE	2,500	2,500	2,500	2,500	2,500	2,500	-	
	MLK DIVERSITY PROGRAM	1,000	1,000	1,000	1,000	-	1,000	-	
	MUSKEGON AREA LABOR MANAGEMENT (MALMC)	1,000	1,000	1,000	1,000	1,000	1,000	-	
	SUPPLEMENTAL MERS CONTRIBUTION	-	300,000	-	-	-	-	-	
	Contributions To Outside Agencies	\$ 197,926	\$ 533,110	\$ 269,010	\$ 49,387	\$ 91,365	\$ 269,010	\$ -	
		\$ 197,926	\$ 533,110	\$ 269,010	\$ 49,387	\$ 91,365	\$ 269,010	\$ -	
Total Customer Value Added Activities									
		\$ 17,361,928	\$ 18,356,602	\$ 18,741,093	\$ 8,775,993	\$ 8,553,394	\$ 18,740,044	\$ (1,049)	
As a Percent of Total General Fund									
Expenditures		76.5%	77.1%	76.9%	78.4%	75.7%	76.8%	-2.7%	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
II. Business Value Added Activities									
10101 City Commission									
5100	SALARIES & BENEFITS	66,891	69,679	68,461	32,389	34,211	68,461	-	
5200	SUPPLIES	8,515	17,211	11,000	92	8,577	11,000	-	
5300	CONTRACTUAL SERVICES	14,961	10,056	14,500	471	9,541	14,500	-	
5400	OTHER EXPENSES	847	3,177	2,000	301	1,108	2,000	-	
5700	CAPITAL OUTLAYS	2,295	980	1,500	480	520	1,500	-	
		\$ 93,509	\$ 101,103	\$ 97,461	\$ 33,733	\$ 53,957	\$ 97,461	\$ -	
10102 City Promotions & Public Relations									
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	474	733	800	306	287	800	-	
5300	CONTRACTUAL SERVICES	9,357	8,519	8,550	4,090	6,434	28,550	20,000	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 9,831	\$ 9,252	\$ 9,350	\$ 4,396	\$ 6,721	\$ 29,350	\$ 20,000	
10172 City Manager									
5100	SALARIES & BENEFITS	263,747	278,055	268,328	99,739	169,872	268,328	-	
5200	SUPPLIES	538	2,572	1,400	875	1,151	1,400	-	
5300	CONTRACTUAL SERVICES	4,196	15,649	15,000	842	11,457	15,000	-	
5400	OTHER EXPENSES	336	2,466	3,000	2,165	2,011	3,000	-	
5700	CAPITAL OUTLAYS	1,092	1,429	2,000	198	1,429	2,000	-	
		\$ 269,909	\$ 300,171	\$ 289,728	\$ 103,819	\$ 185,920	\$ 289,728	\$ -	
10145 City Attorney									
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	830	1,713	2,000	-	850	2,000	-	
5300	CONTRACTUAL SERVICES	320,106	386,649	345,000	148,096	165,611	345,000	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 320,936	\$ 388,362	\$ 347,000	\$ 148,096	\$ 166,461	\$ 347,000	\$ -	
		\$ 694,185	\$ 798,888	\$ 743,539	\$ 290,044	\$ 413,059	\$ 763,539	\$ 20,000	
20228 Affirmative Action									
5100	SALARIES & BENEFITS	79,907	59,704	81,801	29,624	34,617	81,801	-	
5200	SUPPLIES	239	260	750	153	108	750	-	
5300	CONTRACTUAL SERVICES	1,051	10,152	2,027	625	627	2,027	-	
5400	OTHER EXPENSES	151	240	800	287	52	800	-	
5700	CAPITAL OUTLAYS	1,092	2,337	1,000	-	2,337	1,000	-	
		\$ 82,440	\$ 72,693	\$ 86,378	\$ 30,689	\$ 37,741	\$ 86,378	\$ -	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
20215	City Clerk & Elections								
5100	SALARIES & BENEFITS	266,352	274,536	273,434	143,467	134,693	294,934	21,500	
5200	SUPPLIES	32,880	23,123	26,900	13,371	15,710	28,900	2,000	
5300	CONTRACTUAL SERVICES	29,335	27,236	37,324	14,678	17,163	44,524	7,200	
5400	OTHER EXPENSES	2,497	2,303	3,500	272	465	3,500	-	
5700	CAPITAL OUTLAYS	6,189	5,630	2,500	1,479	1,534	2,500	-	
		\$ 337,253	\$ 332,828	\$ 343,658	\$ 173,267	\$ 169,565	\$ 374,358	\$ 30,700	
20220	Civil Service								
5100	SALARIES & BENEFITS	3,429	-	-	-	-	-	-	
5200	SUPPLIES	-	455	500	-	455	500	-	
5300	CONTRACTUAL SERVICES	82,446	87,652	85,050	48,878	39,988	100,050	15,000	\$15K MML consul
5400	OTHER EXPENSES	2,563	3,385	2,800	2,034	3,385	2,800	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 88,438	\$ 91,492	\$ 88,350	\$ 50,912	\$ 43,828	\$ 103,350	\$ 15,000	
		\$ 508,131	\$ 497,013	\$ 518,386	\$ 254,868	\$ 251,134	\$ 564,086	\$ 45,700	
30202	Finance Administration								
5100	SALARIES & BENEFITS	187,092	252,343	335,776	156,042	89,697	335,776	-	
5200	SUPPLIES	2,961	2,705	2,975	474	1,346	2,475	(500)	
5300	CONTRACTUAL SERVICES	172,202	101,753	62,562	45,999	84,546	62,062	(500)	
5400	OTHER EXPENSES	1,166	853	1,000	658	810	1,000	-	
5700	CAPITAL OUTLAYS	725	420	500	-	283	1,500	1,000	
		\$ 364,146	\$ 358,074	\$ 402,813	\$ 203,173	\$ 176,682	\$ 402,813	\$ -	
30209	Assessing Services								
5100	SALARIES & BENEFITS	3,312	3,260	4,500	977	981	4,500	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	326,878	299,218	318,500	147,582	149,160	318,500	-	
5400	OTHER EXPENSES	-	-	-	-	-	-	-	
5700	CAPITAL OUTLAYS	-	-	-	-	-	-	-	
		\$ 330,190	\$ 302,478	\$ 323,000	\$ 148,559	\$ 150,141	\$ 323,000	\$ -	
30805	Arena Administration								
5100	SALARIES & BENEFITS	-	-	-	-	-	-	-	
5200	SUPPLIES	-	-	-	-	-	-	-	
5300	CONTRACTUAL SERVICES	237,423	282,096	238,000	235,000	235,000	238,000	-	
5400	OTHER EXPENSES	-	-	135,000	73,379	-	135,000	-	
5700	CAPITAL OUTLAYS	1,538	1,476	1,550	-	-	1,550	-	
		\$ 238,961	\$ 283,572	\$ 374,550	\$ 308,379	\$ 235,000	\$ 374,550	\$ -	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

		Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
30205	Income Tax Administration								
5100	SALARIES & BENEFITS	310,903	331,614	227,780	108,983	156,095	227,780	-	
5200	SUPPLIES	7,917	12,397	10,760	3,674	4,502	10,760	-	
5300	CONTRACTUAL SERVICES	68,153	55,226	70,550	29,243	16,984	70,550	-	
5400	OTHER EXPENSES	318	480	1,000	135	279	1,000	-	
5700	CAPITAL OUTLAYS	1,475	4,513	2,500	1,117	-	2,500	-	
		\$ 388,766	\$ 404,230	\$ 312,590	\$ 143,152	\$ 177,860	\$ 312,590	\$ -	
30253	City Treasurer								
5100	SALARIES & BENEFITS	301,576	251,627	390,457	169,525	144,394	390,457	-	
5200	SUPPLIES	69,608	69,867	66,000	35,735	34,858	66,000	-	
5300	CONTRACTUAL SERVICES	111,392	110,272	109,000	50,273	41,449	109,000	-	
5400	OTHER EXPENSES	882	314	800	168	293	800	-	
5700	CAPITAL OUTLAYS	51	2,101	1,000	208	-	1,000	-	
		\$ 483,509	\$ 434,181	\$ 567,257	\$ 255,909	\$ 220,994	\$ 567,257	\$ -	
30248	Information Systems Administration								
5100	SALARIES & BENEFITS	308,966	319,560	322,796	149,805	145,350	322,796	-	
5200	SUPPLIES	159	854	2,590	13	323	2,590	-	
5300	CONTRACTUAL SERVICES	25,747	30,605	50,514	28,772	23,110	50,514	-	
5400	OTHER EXPENSES	6,947	9,573	12,000	1,025	40	12,000	-	
5700	CAPITAL OUTLAYS	49,526	54,524	6,319	15,435	31,221	6,319	-	
		\$ 391,345	\$ 415,116	\$ 394,219	\$ 195,050	\$ 200,044	\$ 394,219	\$ -	
		\$ 2,196,917	\$ 2,197,651	\$ 2,374,429	\$ 1,254,222	\$ 1,160,721	\$ 2,374,429	\$ -	
60265	City Hall Maintenance								
5100	SALARIES & BENEFITS	41,519	36,184	36,907	14,139	17,575	36,907	-	
5200	SUPPLIES	11,581	10,806	13,275	4,644	4,694	13,275	-	
5300	CONTRACTUAL SERVICES	183,702	169,998	230,600	68,255	65,491	230,600	-	
5400	OTHER EXPENSES	-	-	500	-	-	500	-	
5700	CAPITAL OUTLAYS	7,495	16,132	6,900	8,072	4,274	6,900	-	
		\$ 244,297	\$ 233,120	\$ 288,182	\$ 95,110	\$ 92,034	\$ 288,182	\$ -	
		\$ 244,297	\$ 233,120	\$ 288,182	\$ 95,110	\$ 92,034	\$ 288,182	\$ -	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

	Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
80400 Planning, Zoning and Economic Development								
5100 SALARIES & BENEFITS	276,971	280,607	307,732	142,125	133,446	307,732	-	
5200 SUPPLIES	3,228	2,589	4,000	1,206	1,378	4,000	-	
5300 CONTRACTUAL SERVICES	15,171	46,280	72,710	18,945	13,054	72,710	-	
5400 OTHER EXPENSES	2,418	3,093	3,500	926	1,831	3,500	-	
5700 CAPITAL OUTLAYS	2,434	2,558	2,500	-	2,230	2,500	-	
	\$ 300,222	\$ 335,127	\$ 390,442	\$ 163,202	\$ 151,939	\$ 390,442	\$ -	
	\$ 300,222	\$ 335,127	\$ 390,442	\$ 163,202	\$ 151,939	\$ 390,442	\$ -	
Total Business Value Added Activities	\$ 3,943,752	\$ 4,061,799	\$ 4,314,978	\$ 2,057,446	\$ 2,068,887	\$ 4,380,678	\$ 65,700	
As a Percent of Total General Fund								
Expenditures	17.4%	17.1%	17.7%	18.4%	18.3%	17.9%	170.6%	
III. Fixed Budget Items								
30999 Transfers To Other Funds								
MAJOR STREET FUND	250,000	-	-	-	-	-	-	
LOCAL STREET FUND	280,000	540,000	-	-	370,000	-	-	
LDFA DEBT SERVICE FUND (SMARTZONE)	160,000	160,000	227,000	113,500	80,000	227,000	-	
DDA DEBT SERVICE FUND	-	-	-	-	-	70,000	70,000	
GENERAL INSURANCE FUND	28,046	28,046	28,046	14,023	14,023	28,046	-	
	\$ 718,046	\$ 728,046	\$ 255,046	\$ 127,523	\$ 464,023	\$ 325,046	\$ 70,000	

Annual Budget & Quarterly Budget Reforecast - General Fund
General Fund Expenditure Summary By Function

	Actual FY2013	Actual FY2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
30851 General Insurance	233,873	244,653	240,000	-	-	240,000	\$ -	
30906 Debt Retirement	279,678	276,257	273,000	172,860	173,708	273,000	-	
10891 Contingency and Bad Debt Expense	65,933	99,013	46,000	3,188	1,876	100,000	54,000	
90000 Major Capital Improvements	105,683	54,887	499,500	54,462	38,384	349,350		
91112 CHARGEPOINT CAR CHARGING	-	1,340	-	-	-	-	-	
91301 MCGRAFT PARK IMPROVEMENTS	-	-	-	-	1,340	-	-	
91302 VETERAN'S PARK UPGRADES	-	-	12,000	15,159	-	15,500	3,500	
91303 PARKS IMPROVEMENTS: PM & BEUKEMA	-	-	15,000	-	-	30,000	15,000	
91304 BOARDWALK REPAIRS	-	-	-	-	-	-	-	
91116 ADA PROJECT 2011-2012	5,748	240	20,000	-	83	20,000	-	
91119 CITY HALL TUCK POINTING & ROOF OVER PD	38,021	-	-	-	-	-	-	
91120 VOIP PHONE SYSTEM	21,380	19,400	20,000	19,400	19,400	20,000	-	
91125 BS&A FINANCIAL MANAGEMENT SOFTWARE	2,105	-	-	-	-	-	-	
91129 JEFFERSON & APPLE CITY HALL PARKING LOT	28,056	-	-	-	-	-	-	
91206 CITY HALL HVAC CLEANING	9,880	-	-	-	-	-	-	
91305 CITY HALL WINDOWS	-	-	40,000	-	-	10,000	(30,000)	
91401 PM PARK PLAYGROUND EQUIPMENT	-	-	220,000	-	-	15,000	(205,000)	
91402 CEMETERY GIS	-	-	50,000	-	-	50,000	-	
91403 FORCE CONTIUM TOOLS/EQUIPMENT (TASERS)	-	-	30,000	-	-	31,350	1,350	
91404 FIRE HURST TOOLS (CUTTER)	-	-	12,000	-	-	12,000	-	
91405 FIRE STATION # 4 ROOF REPLACEMENT	-	-	18,000	-	-	18,000	-	
91406 REPLACE FIRE DEPARTMENT RADIOS	-	-	62,500	-	-	62,500	-	
CITY HALL ELEVATOR REPAIRS	-	-	-	-	-	65,000	65,000	
99148 JAG GRANT	493	-	-	-	-	-	-	
99152 DOJ JAG GRANT MUSKEGON HEIGHTS	-	33,907	-	19,903	17,561	-	-	
Total Fixed-Budget Items	\$ 1,403,213	\$ 1,402,856	\$ 1,313,546	\$ 358,033	\$ 677,991	\$ 1,287,396	\$ (26,150)	
As a Percent of Total General Fund Expenditures	6.2%	5.9%	5.4%	3.2%	6.0%	5.3%	-67.9%	
Total General Fund	\$ 22,708,893	\$ 23,821,257	\$ 24,369,617	\$ 11,191,472	\$ 11,300,272	\$ 24,408,118	\$ 38,501	
Recap: Total General Fund By Line Item Expenditure Classification								
5100 Salaries & Benefits	\$ 13,635,344	\$ 13,623,117	\$ 14,516,158	\$ 6,786,586	\$ 6,778,478	\$ 14,551,658	\$ 35,500	
5200 Operating Supplies	385,834	500,667	475,463	251,336	246,456	478,313	2,850	
5300 Contractual Services	7,122,498	8,121,381	7,972,501	3,637,866	3,422,235	7,997,802	25,301	
5400 Other Expenses	107,272	148,205	244,230	94,791	18,973	298,230	54,000	
5700 Capital Outlays	260,221	223,584	633,219	120,510	96,399	484,069	(149,150)	
5900 All Other Financing Uses	1,197,724	1,204,303	528,046	300,383	737,731	598,046	70,000	
Total General Fund	\$ 22,708,893	\$ 23,821,257	\$ 24,369,617	\$ 11,191,472	\$ 11,300,272	\$ 24,408,118	\$ 38,501	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
202 Major Streets and State Trunklines Fund								
Available Fund Balance - BOY	\$ 2,507,008	\$ 2,153,684	\$ 1,379,902	\$ 1,352,922	\$ 2,153,684	\$ 1,352,922	\$ (26,980)	
Means of Financing								
Special assessments	\$ 125,674	\$ 93,846	\$ 105,000	\$ -	\$ -	\$ 105,000	\$ -	
Federal & state grants	796,438	1,009,784	1,298,000	3,303,945	3,887	4,243,000	2,945,000	
State shared revenue	2,564,176	2,791,647	2,621,844	1,026,880	936,041	2,621,844	-	
Interest income	24,246	16,390	20,000	2,753	1,780	20,000	-	
Operating transfers in	250,000	-	-	-	-	-	-	
Other	35,793	60,088	20,000	7,240	39,310	20,000	-	
	\$ 3,796,327	\$ 3,971,755	\$ 4,064,844	\$ 4,340,818	\$ 981,018	\$ 7,009,844	\$ 2,945,000	
60900 Operating Expenditures								
5100 Salaries & Benefits	\$ 548,724	\$ 601,105	\$ 719,196	\$ 256,119	\$ 271,291	\$ 719,196	\$ -	
5200 Operating Supplies	173,777	220,708	259,200	67,461	45,209	259,200	-	
5300 Contractual Services	972,191	1,015,176	972,415	613,459	440,305	972,415	-	
5400 Other Expenses	22,340	4,579	500	-	20	500	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	232,791	232,414	231,265	210,055	207,797	231,265	-	Debt service on 2011 MTF bonds
	\$ 1,949,823	\$ 2,073,982	\$ 2,182,576	\$ 1,147,094	\$ 964,622	\$ 2,182,576	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	2,199,828	2,698,535	2,195,000	263,574	1,318,013	3,247,000	1,052,000	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ 2,199,828	\$ 2,698,535	\$ 2,195,000	\$ 263,574	\$ 1,318,013	\$ 3,247,000	\$ 1,052,000	
	\$ 4,149,651	\$ 4,772,517	\$ 4,377,576	\$ 1,410,668	\$ 2,282,635	\$ 5,429,576	\$ 1,052,000	
Available Fund Balance - EOY	\$ 2,153,684	\$ 1,352,922	\$ 1,067,170	\$ 4,283,072	\$ 852,067	\$ 2,933,190	\$ 1,866,020	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
203 Local Streets Fund								
Available Fund Balance - BOY	\$ 826,851	\$ 422,159	\$ 515,308	\$ 737,511	\$ 422,159	\$ 737,511	\$ 222,203	
Means of Financing								
Special assessments	\$ 127,402	\$ 39,557	\$ 80,000	\$ -	\$ -	\$ 35,000	\$ (45,000)	Special Assesements nearing end
Federal & state grants	-	-	32,000	-	-	32,000	-	
Metro act fees	143,669	115,854	140,000	-	-	140,000	-	
State shared revenue	644,593	764,860	757,838	229,861	225,732	757,838	-	
Interest income	18,057	9,311	17,000	1,353	1,564	17,000	-	
Operating transfers in	680,000	740,000	-	-	370,000	-	-	FY2015 no transfers from GF
Other	5,899	26,075	15,000	21,055	10,699	15,000	-	
	\$ 1,619,620	\$ 1,695,657	\$ 1,041,838	\$ 252,269	\$ 607,995	\$ 996,838	\$ (45,000)	
60900 Operating Expenditures								
5100 Salaries & Benefits	\$ 417,786	\$ 424,262	\$ 478,890	\$ 164,473	\$ 179,735	\$ 478,890	\$ -	
5200 Operating Supplies	114,772	152,326	140,000	15,964	48,955	140,000	-	
5300 Contractual Services	591,674	568,974	820,000	234,049	253,051	820,000	-	
5400 Other Expenses	(140)	2,961	500	-	-	500	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 1,124,092	\$ 1,148,523	\$ 1,439,390	\$ 414,486	\$ 481,741	\$ 1,439,390	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	900,220	231,782	732,000	96,553	11,047	60,000	(672,000)	
	\$ 900,220	\$ 231,782	\$ 732,000	\$ 96,553	\$ 11,047	\$ 60,000	\$ (672,000)	
	\$ 2,024,312	\$ 1,380,305	\$ 2,171,390	\$ 511,039	\$ 492,788	\$ 1,499,390	\$ (672,000)	
Available Fund Balance - EOY	\$ 422,159	\$ 737,511	\$ (614,244)	\$ 478,741	\$ 537,366	\$ 234,959	\$ 849,203	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
257 Budget Stabilization Fund								
Available Fund Balance - BOY	\$ 1,500,000	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ -	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	-	-	-	-	-	-	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	200,000	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	
	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Available Fund Balance - EOY	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ -	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
264 Criminal Forfeitures Fund								
Available Fund Balance - BOY	\$ 149,174	\$ 172,578	\$ 183,748	\$ 189,410	\$ 172,578	\$ 189,410	\$ 5,662	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	840	889	700	393	434	700	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	24,915	15,943	18,000	410	15,942	18,000	-	
	\$ 25,755	\$ 16,832	\$ 18,700	\$ 803	\$ 16,376	\$ 18,700	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	2,286	-	5,000	-	-	5,000	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	65	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	15,000	-	-	16,350	1,350	Force Contium Equipment (tasers)
	\$ 2,351	\$ -	\$ 20,000	\$ -	\$ -	\$ 21,350	\$ 1,350	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	30	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ 30	\$ -	\$ -	
	\$ 2,351	\$ -	\$ 20,000	\$ -	\$ 30	\$ 21,350	\$ 1,350	
Available Fund Balance - EOY	\$ 172,578	\$ 189,410	\$ 182,448	\$ 190,213	\$ 188,924	\$ 186,760	\$ 4,312	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
285 Tree Replacement Fund								
Available Fund Balance - BOY	\$ 4,999	\$ 1,479	\$ 2,029	\$ 1,156	\$ 1,479	\$ 1,156	\$ (873)	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	5,000	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	14	7	50	2	4	50	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	2,496	-	1,500	-	-	1,500	-	
	\$ 7,510	\$ 7	\$ 1,550	\$ 2	\$ 4	\$ 1,550	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ 3,659	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	5,350	330	1,000	-	329	1,000	-	
5300 Contractual Services	2,021	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 11,030	\$ 330	\$ 1,000	\$ -	\$ 329	\$ 1,000	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 11,030	\$ 330	\$ 1,000	\$ -	\$ 329	\$ 1,000	\$ -	
Available Fund Balance - EOY	\$ 1,479	\$ 1,156	\$ 2,579	\$ 1,158	\$ 1,154	\$ 1,706	\$ (873)	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
295 Brownfield Redevelopment Authority (Betten Project)								
Available Fund Balance - BOY	\$ (1,503,400)	\$ (1,409,027)	\$ (1,439,323)	\$ (1,331,453)	\$ (1,409,027)	\$ (1,331,453)	\$ 107,870	
Means of Financing								
Property taxes	\$ 156,765	\$ 126,684	\$ 124,278	\$ -	\$ -	\$ 124,278	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	716	575	600	162	268	600	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	-	-	-	4,794	-	-	-	
	\$ 157,481	\$ 127,259	\$ 124,878	\$ 4,956	\$ 268	\$ 124,878	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	7,803	-	-	7,803	-	1/2 SET Capture to MEDC
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	63,108	49,685	157,580	23,524	25,277	157,580	-	
	\$ 63,108	\$ 49,685	\$ 165,383	\$ 23,524	\$ 25,277	\$ 165,383	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 63,108	\$ 49,685	\$ 165,383	\$ 23,524	\$ 25,277	\$ 165,383	\$ -	
Available Fund Balance - EOY	\$ (1,409,027)	\$ (1,331,453)	\$ (1,479,828)	\$ (1,350,021)	\$ (1,434,036)	\$ (1,371,958)	\$ 107,870	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
296 Brownfield Redevelopment Authority (Mall Area Project)								
Available Fund Balance - BOY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Means of Financing								
Property taxes	\$ 42,995	\$ 79,922	\$ 106,500	\$ -	\$ -	\$ 106,500	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	-	-	-	-	-	-	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	
	\$ 42,995	\$ 79,922	\$ 106,500	\$ -	\$ -	\$ 106,500	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	42,995	79,922	106,500	-	-	106,500	-	
	\$ 42,995	\$ 79,922	\$ 106,500	\$ -	\$ -	\$ 106,500	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 42,995	\$ 79,922	\$ 106,500	\$ -	\$ -	\$ 106,500	\$ -	
Available Fund Balance - EOY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
290 Local Development Finance Authority III Fund - Edison Landing (Smartzone)								
Available Fund Balance - BOY	\$ 96,745	\$ 30,266	\$ 42,358	\$ 42,847	\$ 30,266	\$ 42,847	\$ 489	
Means of Financing								
Property taxes	\$ 85,627	\$ 137,742	\$ 101,273	\$ -	\$ -	\$ 101,273	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	150	139	150	77	70	150	-	
Operating transfers in - General Fund	160,000	160,000	227,000	113,500	80,000	227,000	-	
Other	75,000	100,000	100,000	75,953	75,000	100,000	-	Comm Foundation & Lakefront LLC
	\$ 320,777	\$ 397,881	\$ 428,423	\$ 189,530	\$ 155,070	\$ 428,423	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	500	-	-	500	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	387,256	385,300	439,500	115,848	91,259	439,500	-	
	\$ 387,256	\$ 385,300	\$ 440,000	\$ 115,848	\$ 91,259	\$ 440,000	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 387,256	\$ 385,300	\$ 440,000	\$ 115,848	\$ 91,259	\$ 440,000	\$ -	
Available Fund Balance - EOY	\$ 30,266	\$ 42,847	\$ 30,781	\$ 116,529	\$ 94,077	\$ 31,270	\$ 489	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
305 Tax Increment Finance Authority Fund								
Available Fund Balance - BOY	\$ 19,639	\$ 14,163	\$ 975	\$ 829	\$ 14,163	\$ 829	\$ (146)	
Means of Financing								
Property taxes	\$ 44,439	\$ 36,624	\$ 38,000	\$ -	\$ -	\$ 38,000	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	85	42	40	-	17	40	-	
Operating transfers in - General Fund	-	-	-	-	-	-	-	
Operating transfers in - TIFA Fund	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	-	-	-	250	-	-	-	
	\$ 44,524	\$ 36,666	\$ 38,040	\$ 250	\$ 17	\$ 38,040	\$ -	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	50,000	50,000	38,000	19,000	25,000	38,000	-	
	\$ 50,000	\$ 50,000	\$ 38,000	\$ 19,000	\$ 25,000	\$ 38,000	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 50,000	\$ 50,000	\$ 38,000	\$ 19,000	\$ 25,000	\$ 38,000	\$ -	
Available Fund Balance - EOY	\$ 14,163	\$ 829	\$ 1,015	\$ (17,921)	\$ (10,820)	\$ 869	\$ (146)	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
394 Downtown Development Authority Fund								
Available Fund Balance - BOY	\$ 186,771	\$ 167,477	\$ 85,396	\$ 93,778	\$ 167,477	\$ 93,778	\$ 8,382	
Means of Financing								
Property taxes	\$ 313,432	\$ 257,660	\$ 244,067	\$ -	\$ -	\$ 167,700	\$ (76,367)	Declining taxable values
Federal & state grants	-	-	-	-	-	-	-	
State proposal A reimbursement revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	1,435	928	800	211	408	800	-	
Operating transfers in - General Fund	-	-	-	-	-	70,000	70,000	
Operating transfers in - PIF	-	-	-	-	-	-	-	
Operating transfers in - Insurance Fund	-	-	-	-	-	-	-	
Other	-	-	-	48,981	-	-	-	
	\$ 314,867	\$ 258,588	\$ 244,867	\$ 49,192	\$ 408	\$ 238,500	\$ (6,367)	
70805 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	250	-	-	250	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	334,161	332,287	329,588	19,993	23,884	329,588	-	
	\$ 334,161	\$ 332,287	\$ 329,838	\$ 19,993	\$ 23,884	\$ 329,838	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 334,161	\$ 332,287	\$ 329,838	\$ 19,993	\$ 23,884	\$ 329,838	\$ -	
Available Fund Balance - EOY	\$ 167,477	\$ 93,778	\$ 425	\$ 122,977	\$ 144,001	\$ 2,440	\$ 2,015	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
408 Arena Improvement Fund								
Available Fund Balance - BOY	\$ 23,779	\$ 4,867	\$ 14,067	\$ 28,012	\$ 4,867	\$ 28,012	\$ 13,945	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	8,165	34,475	14,000	20,289	-	34,000	20,000	
Interest income	97	501	200	57	16	200	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	
	\$ 8,262	\$ 34,976	\$ 14,200	\$ 20,346	\$ 16	\$ 34,200	\$ 20,000	
30906 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	5,000	-	-	10,000	5,000	Add \$5,000 Energy Efficiency Improv
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	27,174	11,831	-	14,822	4,057	24,000	24,000	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 27,174	\$ 11,831	\$ 5,000	\$ 14,822	\$ 4,057	\$ 34,000	\$ 29,000	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 27,174	\$ 11,831	\$ 5,000	\$ 14,822	\$ 4,057	\$ 34,000	\$ 29,000	
Available Fund Balance - EOY	\$ 4,867	\$ 28,012	\$ 23,267	\$ 33,536	\$ 826	\$ 28,212	\$ 4,945	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
403 Sidewalk Improvement Fund								
Available Fund Balance - BOY	\$ 575,774	\$ 469,488	\$ 358,348	\$ 343,756	\$ 469,488	\$ 343,756	\$ (14,592)	
Means of Financing								
Special assessments	\$ 39,349	\$ 29,339	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	-	-	-	-	-	-	-	
Interest income	6,681	3,974	5,000	729	1,186	5,000	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	
	\$ 46,030	\$ 33,313	\$ 40,000	\$ 729	\$ 1,186	\$ 40,000	\$ -	
30906 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	152,080	152,140	156,875	5,938	8,570	156,875	-	
	\$ 152,080	\$ 152,140	\$ 156,875	\$ 5,938	\$ 8,570	\$ 156,875	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	236	-	-	-	-	-	-	
5400 Other Expenses	-	6,905	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 236	\$ 6,905	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 152,316	\$ 159,045	\$ 156,875	\$ 5,938	\$ 8,570	\$ 156,875	\$ -	
Available Fund Balance - EOY	\$ 469,488	\$ 343,756	\$ 241,473	\$ 338,547	\$ 462,104	\$ 226,881	\$ (14,592)	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
404 Public Improvement Fund								
Available Fund Balance - BOY	\$ 559,637	\$ 677,857	\$ 335,357	\$ 370,268	\$ 677,857	\$ 370,268	\$ 34,911	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Property taxes	-	-	-	-	-	-	-	
Federal & state grants	-	-	62,000	-	-	62,000	-	Nims Park & Farmers Market
Charges for services	-	-	-	-	-	-	-	
Sales of property	1	32,161	5,000	11,490	28,810	5,000	-	
Interest income	3,554	3,846	3,500	1,046	2,111	3,500	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	320,409	200,000	200,000	-	61	200,000	-	MMRMA dividends earmarked for - economic development and fire equipment replacement
	\$ 323,964	\$ 236,007	\$ 270,500	\$ 12,536	\$ 30,982	\$ 270,500	-	
30936 Operating Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	5,000	-	-	5,000	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	132,000	-	-	62,000	(70,000)	Mrkt Kitchen/Nims Pk
	\$ -	\$ -	\$ 137,000	\$ -	\$ -	\$ 67,000	(70,000)	
90000 Project Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ 2,894	\$ -	\$ -	-	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	48	-	3,934	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	205,744	543,548	132,000	1,273	(405)	62,000	(70,000)	
	\$ 205,744	\$ 543,596	\$ 132,000	\$ 8,101	\$ (405)	\$ 62,000	(70,000)	
	\$ 205,744	\$ 543,596	\$ 269,000	\$ 8,101	\$ (405)	\$ 129,000	(140,000)	
Available Fund Balance - EOY	\$ 677,857	\$ 370,268	\$ 336,857	\$ 374,703	\$ 709,244	\$ 511,768	\$ 174,911	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
482 State Grants Fund								
Available Fund Balance - BOY	\$ 147,766	\$ 126,257	\$ 126,257	\$ 107,977	\$ 126,257	\$ 107,977	\$ (18,280)	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	49,875	226,120	2,260,000	-	-	1,168,300	(1,091,700)	Vets' Park Upgrades
Sales of Property	-	-	-	-	-	-	-	
Interest income	1,708	1,813	2,000	-	-	2,000	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	-	33,163	-	-	-	-	-	SCHOOL BLIGHT CONTRIBUTION
	\$ 51,583	\$ 261,096	\$ 2,262,000	\$ -	\$ -	\$ 1,170,300	\$ (1,091,700)	
30936 Operating Expenditures								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	-	-	-	-	-	-	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	3,035	-	-	-	-	-	
	\$ -	\$ 3,035	\$ -	\$ -	\$ -	\$ -	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	73,092	20,093	23,216	461	134,055	23,216	-	LOAN REPAYMENT
5700 Capital Outlays	-	256,248	2,260,000	-	-	1,168,300	(1,091,700)	Vets' Park Upgrades
	\$ 73,092	\$ 276,341	\$ 2,283,216	\$ 461	\$ 134,055	\$ 1,191,516	\$ (1,091,700)	
	\$ 73,092	\$ 279,376	\$ 2,283,216	\$ 461	\$ 134,055	\$ 1,191,516	\$ (1,091,700)	
Available Fund Balance - EOY	\$ 126,257	\$ 107,977	\$ 105,041	\$ 107,516	\$ (7,798)	\$ 86,761	\$ (18,280)	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
594 Marina & Launch Ramp Fund								
Available Cash Balance - BOY	\$ 263,362	\$ 206,007	\$ 204,680	\$ 167,641	\$ 206,007	\$ 167,641	\$ (37,039)	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	88,046	208,294	200,000	-	-	-	(200,000)	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	220,853	219,491	180,000	152,343	122,000	180,000	-	
Interest income	1,383	1,203	800	396	576	800	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	13,377	8,849	4,000	8,117	7,501	4,000	-	
	\$ 323,659	\$ 437,837	\$ 384,800	\$ 160,856	\$ 130,077	\$ 184,800	\$ (200,000)	
70756 Operating Expenditures - Marina								
5100 Salaries & Benefits	\$ 27,517	\$ 23,345	\$ 27,669	\$ 13,626	\$ 11,936	\$ 27,669	\$ -	
5200 Operating Supplies	7,010	12,105	8,700	3,578	2,919	8,700	-	
5300 Contractual Services	169,707	144,970	113,762	66,659	75,880	113,762	-	
5400 Other Expenses	89	-	250	-	-	250	-	
5700 Capital Outlays	1,709	188	16,800	2,301	90	16,800	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses (e.g. Debt Principal)	70,590	86,765	-	46,659	-	-	-	
	\$ 276,622	\$ 267,373	\$ 167,181	\$ 132,823	\$ 90,825	\$ 167,181	\$ -	
70759 Operating Expenditures - Ramps								
5100 Salaries & Benefits	\$ 186	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	
5200 Operating Supplies	946	485	1,000	295	-	1,000	-	
5300 Contractual Services	6,808	8,187	10,500	5,278	6,646	10,500	-	
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses (e.g. Debt Principal)	-	-	-	-	-	-	-	
	\$ 7,940	\$ 8,672	\$ 12,500	\$ 5,573	\$ 6,646	\$ 12,500	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	96,452	200,158	400,000	-	304	-	(400,000)	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ 96,452	\$ 200,158	\$ 400,000	\$ -	\$ 304	\$ -	\$ (400,000)	
	\$ 381,014	\$ 476,203	\$ 579,681	\$ 138,396	\$ 97,775	\$ 179,681	\$ (400,000)	
Available Cash Balance - EOY	\$ 206,007	\$ 167,641	\$ 9,799	\$ 190,101	\$ 238,309	\$ 172,760	\$ 162,961	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
661 Equipment Fund								
Available Cash Balance - BOY	\$ 1,819,863	\$ 1,821,689	\$ 518,832	\$ 802,987	\$ 1,821,689	\$ 802,987	\$ 284,155	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	83,112	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	2,171,472	2,244,879	2,100,000	1,039,160	1,052,276	2,100,000	-	
Interest income	27,585	23,977	27,500	9,614	12,352	27,500	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	87,613	92,251	100,000	17,332	29,928	100,000	-	
	\$ 2,286,670	\$ 2,444,219	\$ 2,227,500	\$ 1,066,106	\$ 1,094,556	\$ 2,227,500	\$ -	
60932 Operating Expenditures								
5100 Salaries & Benefits	\$ 417,357	\$ 421,306	\$ 434,465	\$ 200,790	\$ 202,135	\$ 434,465	\$ -	
5200 Operating Supplies	855,383	1,102,665	930,700	397,292	464,186	930,700	-	
5300 Contractual Services	775,120	765,263	777,434	339,655	335,575	777,434	-	
5400 Other Expenses	828	274	2,000	10	195	2,000	-	
5700 Capital Outlays	421,622	1,045,926	363,500	222,905	642,684	615,000	251,500	
5900 Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses (e.g. Debt Principal)	(185,466)	127,487	-	-	-	-	-	
	\$ 2,284,844	\$ 3,462,921	\$ 2,508,099	\$ 1,160,652	\$ 1,644,775	\$ 2,759,599	\$ 251,500	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 2,284,844	\$ 3,462,921	\$ 2,508,099	\$ 1,160,652	\$ 1,644,775	\$ 2,759,599	\$ 251,500	
Available Cash Balance - EOY	\$ 1,821,689	\$ 802,987	\$ 238,233	\$ 708,441	\$ 1,271,470	\$ 270,888	\$ 32,655	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

		Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
642	Public Service Building Fund								
	Available Cash Balance - BOY	\$ 383,301	\$ 435,245	\$ 532,387	\$ 568,069	\$ 435,245	\$ 568,069	\$ 35,682	
	Means of Financing								
	Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Federal & state grants	-	-	-	-	-	-	-	
	State shared revenue	-	-	-	-	-	-	-	
	Charges for services	1,085,289	1,085,289	1,087,448	542,644	542,645	1,087,448	-	
	Interest income	2,201	2,372	6,000	1,242	1,142	6,000	-	
	Operating transfers in	-	-	-	-	-	-	-	
	Other	210	-	-	-	-	5,500	5,500	
		\$ 1,087,700	\$ 1,087,661	\$ 1,093,448	\$ 543,886	\$ 543,787	\$ 1,098,948	\$ 5,500	
60442	Operating Expenditures								
5100	Salaries & Benefits	\$ 586,104	\$ 601,173	\$ 618,075	\$ 285,241	\$ 286,078	\$ 618,075	\$ -	
5200	Operating Supplies	18,315	10,498	16,650	16,823	5,728	16,650	-	
5300	Contractual Services	296,295	284,852	302,480	113,005	129,683	302,480	-	
5400	Other Expenses	691	-	750	264	1,563	750	-	
5700	Capital Outlays	10,389	49,520	22,300	15,043	25,688	35,000	12,700	
5900	Other Financing Uses	-	-	-	-	-	-	-	
	Other Cash Uses and Adjustments (e.g. Debt Principal)	2,896	(6,231)	-	-	-	-	-	
		\$ 914,690	\$ 939,812	\$ 960,255	\$ 430,376	\$ 448,740	\$ 972,955	\$ 12,700	
90000	Project Expenditures								
5200	Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300	Contractual Services	121,066	15,025	20,000	-	-	20,000	-	
5700	Capital Outlays	-	-	-	-	-	-	-	
		\$ 121,066	\$ 15,025	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	
		\$ 1,035,756	\$ 954,837	\$ 980,255	\$ 430,376	\$ 448,740	\$ 992,955	\$ 12,700	
	Available Cash Balance - EOY	\$ 435,245	\$ 568,069	\$ 645,580	\$ 681,579	\$ 530,292	\$ 674,062	\$ 28,482	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

		Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
643 Engineering Services Fund									
Available Cash Balance - BOY		\$ 53,417	\$ 123,887	\$ 148,756	\$ 79,207	\$ 123,887	\$ 79,207	\$ (69,549)	
Means of Financing									
Special assessments	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants		-	-	-	-	-	-	-	
State shared revenue		-	-	-	-	-	-	-	
Charges for services		451,922	418,570	437,000	138,872	94,296	437,000	-	
Interest income		564	311	500	130	208	500	-	
Operating transfers in		-	-	-	-	-	-	-	
Other		72,362	23,289	80,000	1,590	2,852	80,000	-	
	\$	524,848	\$ 442,170	\$ 517,500	\$ 140,592	\$ 97,356	\$ 517,500	\$ -	
60447 Operating Expenditures									
5100 Salaries & Benefits	\$	320,345	\$ 325,756	\$ 334,452	\$ 107,208	\$ 163,407	\$ 230,000	\$ (104,452)	
5200 Operating Supplies		7,713	9,599	9,730	1,190	1,327	9,730	-	
5300 Contractual Services		99,008	92,783	99,613	65,513	43,891	170,000	70,387	
5400 Other Expenses		1,636	418	1,000	590	-	1,000	-	
5700 Capital Outlays		5,432	7,821	11,200	7,489	5,488	11,200	-	
5900 Other Financing Uses		-	-	-	-	-	-	-	
Other Cash Uses and Adjustments (e.g. Debt Principal)		13,297	(10,129)	-	-	-	-	-	
	\$	447,431	\$ 426,248	\$ 455,995	\$ 181,990	\$ 214,113	\$ 421,930	\$ (34,065)	
90000 Project Expenditures									
5200 Operating Supplies	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services		6,947	60,602	10,000	17,074	24,871	10,000	-	
5700 Capital Outlays		-	-	-	-	-	-	-	
	\$	6,947	\$ 60,602	\$ 10,000	\$ 17,074	\$ 24,871	\$ 10,000	\$ -	
	\$	454,378	\$ 486,850	\$ 465,995	\$ 199,064	\$ 238,984	\$ 431,930	\$ (34,065)	
Available Cash Balance - EOY	\$	123,887	\$ 79,207	\$ 200,261	\$ 20,735	\$ (17,741)	\$ 164,777	\$ (35,484)	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
677 General Insurance Fund								
Available Cash Balance - BOY	\$ 1,933,642	\$ 880,314	\$ 892,982	\$ 1,509,014	\$ 880,314	\$ 1,509,014	\$ 616,032	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	-	-	-	-	-	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services	3,021,299	3,183,208	3,250,000	1,594,970	1,730,429	3,250,000	-	
Interest income	23,989	20,411	20,000	10,850	10,122	20,000	-	
Retiree Health Reimbursement	798,600	892,904	750,000	519,928	283,541	750,000	-	
MMRMA dividend payment	-	327,008	-	-	-	-	-	
Operating transfers in	28,046	28,046	28,046	14,023	14,023	28,046	-	
Other	-	-	-	-	-	-	-	
	\$ 3,871,934	\$ 4,451,577	\$ 4,048,046	\$ 2,139,771	\$ 2,038,115	\$ 4,048,046	\$ -	
30851 Operating Expenditures								
5100 Salaries & Benefits	\$ 32,185	\$ 59,061	\$ 32,988	\$ 47,923	\$ 16,093	\$ 32,988	\$ -	
5200 Operating Supplies	540	690	200	-	330	200	-	
5300 Contractual Services	4,029,298	4,076,112	4,000,000	1,998,883	1,810,752	4,000,000	-	
5400 Other Expenses	490	1,548	1,000	2,015	909	6,000	5,000	
5700 Capital Outlays	3,310	1,861	2,000	425	777	2,000	-	
5900 Other Financing Uses	600,000	-	-	-	-	-	-	
Other Cash Uses and Adjustments (e.g. Debt Principal)	259,439	(316,395)	-	-	-	-	-	
	\$ 4,925,262	\$ 3,822,877	\$ 4,036,188	\$ 2,049,246	\$ 1,828,861	\$ 4,041,188	\$ 5,000	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 4,925,262	\$ 3,822,877	\$ 4,036,188	\$ 2,049,246	\$ 1,828,861	\$ 4,041,188	\$ 5,000	
Available Cash Balance - EOY	\$ 880,314	\$ 1,509,014	\$ 904,840	\$ 1,599,539	\$ 1,089,568	\$ 1,515,872	\$ 611,032	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
590 Sewer Fund								
Available Cash Balance - BOY	\$ 3,701,462	\$ 4,158,969	\$ 3,918,909	\$ 3,545,607	\$ 4,158,969	\$ 3,545,607	\$ (373,302)	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	-	118,946	-	241,676	-	2,106,000	2,106,000	SAW Grant & S-2 Grant
State shared revenue	-	-	-	-	-	-	-	
Charges for services	7,044,257	6,502,167	6,500,000	2,871,401	2,936,242	6,500,000	-	
Interest income	20,783	20,384	17,500	7,033	10,423	17,500	-	
Repayment of DDA advance	-	-	-	-	-	-	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	27,335	156,279	150,000	72,688	70,923	150,000	-	
	\$ 7,092,375	\$ 6,797,776	\$ 6,667,500	\$ 3,192,798	\$ 3,017,588	\$ 8,773,500	\$ 2,106,000	
30548 Operating Expenditures Administration								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	304,916	291,653	288,957	117,308	114,164	288,957	-	
5400 Other Expenses	13,278	24,535	12,000	8,941	10,069	12,000	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
Other Cash Uses and Adjustments (e.g. Debt Principal)	(179,300)	(101,420)	-	-	-	-	-	
	\$ 138,894	\$ 214,768	\$ 300,957	\$ 126,249	\$ 124,233	\$ 300,957	\$ -	
60559 Operating Expenditures Maintenance								
5100 Salaries & Benefits	\$ 511,494	\$ 519,306	\$ 678,382	\$ 241,237	\$ 269,099	\$ 678,382	\$ -	
5200 Operating Supplies	45,803	61,771	49,440	17,777	20,463	49,440	-	
5300 Contractual Services	418,548	411,519	431,666	185,314	223,683	431,666	-	
5400 Other Expenses	-	228	2,000	254	-	2,000	-	
5700 Capital Outlays	6,780	6,561	16,000	3,499	4,277	16,000	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 982,625	\$ 999,385	\$ 1,177,488	\$ 448,081	\$ 517,522	\$ 1,177,488	\$ -	
60557 Operating Expenditures Treatment								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	5,286,893	5,679,994	5,400,000	2,464,979	2,171,662	5,400,000	-	5.2% County increase eff 10/01/14
5400 Other Expenses	-	-	-	-	-	-	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 5,286,893	\$ 5,679,994	\$ 5,400,000	\$ 2,464,979	\$ 2,171,662	\$ 5,400,000	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	226,456	516,991	321,000	362,461	110,820	2,389,000	2,068,000	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ 226,456	\$ 516,991	\$ 321,000	\$ 362,461	\$ 110,820	\$ 2,389,000	\$ 2,068,000	
	\$ 6,634,868	\$ 7,411,138	\$ 7,199,445	\$ 3,401,770	\$ 2,924,237	\$ 9,267,445	\$ 2,068,000	
Available Cash Balance - EOY	\$ 4,158,969	\$ 3,545,607	\$ 3,386,964	\$ 3,336,635	\$ 4,252,320	\$ 3,051,662	\$ (335,302)	

City of Muskegon

Annual Budget & Quarterly Budget Reforecast - Other Funds

	Actual 2013	Actual 2014	Original Budget Estimate FY2015	Actual to Date 12/31/14	Actual to Date 12/31/13	2Q Reforecast FY2015	Increase (Decrease) From Original	Comments
591 Water Fund								
Available Cash Balance - BOY	\$ 2,782,590	\$ 2,303,174	\$ 2,874,858	\$ 2,656,611	\$ 2,303,174	\$ 2,656,611	\$ (218,247)	
Means of Financing								
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Federal & state grants	6,188	-	7,000	-	-	7,000	-	
State shared revenue	-	-	-	-	-	-	-	
Charges for services - City	3,240,046	3,441,294	3,499,250	1,723,567	1,633,877	3,499,250	-	10% RATE INCR; EFFECTIVE 10/1/13
Charges for services - Wholesale	2,132,729	2,166,505	2,403,347	1,086,884	1,041,949	2,403,347	-	100K for 2 Mnths Norton & Fruitport
Maintenance services - Township	166,225	125,608	165,000	98,802	60,617	165,000	-	
Interest income	10,982	9,664	20,000	4,879	4,727	20,000	-	
Lease of facilities	202,460	185,178	173,000	80,880	93,656	173,000	-	
Repayment of DDA advance	-	-	-	-	-	-	-	
Operating transfers in	-	-	-	-	-	-	-	
Other	167,861	199,272	125,000	68,180	69,088	125,000	-	
	\$ 5,926,491	\$ 6,127,521	\$ 6,392,597	\$ 3,063,192	\$ 2,903,914	\$ 6,392,597	\$ -	
30548 Operating Expenditures Administration								
5100 Salaries & Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5200 Operating Supplies	-	-	-	-	-	-	-	
5300 Contractual Services	555,273	516,566	517,549	222,808	217,860	517,549	-	
5400 Other Expenses	18,607	18,376	17,000	5,878	6,840	17,000	-	
5700 Capital Outlays	-	-	-	-	-	-	-	
5900 Other Financing Uses	349,535	321,010	320,857	153,308	167,200	320,857	-	Water System Bond Interest
Other Cash Uses and Adjustments (e.g. Debt Principal)	1,053,438	1,597,117	1,330,000	-	-	1,330,000	-	Water System Bond Principal
	\$ 1,976,853	\$ 2,453,069	\$ 2,185,406	\$ 381,994	\$ 391,900	\$ 2,185,406	\$ -	
60559 Operating Expenditures Maintenance								
5100 Salaries & Benefits	\$ 864,872	\$ 872,603	\$ 807,068	\$ 484,402	\$ 407,812	\$ 807,068	\$ -	
5200 Operating Supplies	184,091	249,806	218,035	110,215	110,736	218,035	-	
5300 Contractual Services	391,921	415,345	331,864	227,528	200,971	331,864	-	
5400 Other Expenses	83,511	75,911	60,000	63,252	33,881	60,000	-	
5700 Capital Outlays	16,599	6,164	16,000	3,170	168	16,000	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
	\$ 1,540,994	\$ 1,619,829	\$ 1,432,967	\$ 888,567	\$ 753,568	\$ 1,432,967	\$ -	
60558 Operating Expenditures Filtration								
5100 Salaries & Benefits	\$ 668,538	\$ 657,699	\$ 739,908	\$ 316,285	\$ 315,152	\$ 739,908	\$ -	
5200 Operating Supplies	242,374	207,400	280,000	92,170	94,979	280,000	-	
5300 Contractual Services	530,021	470,724	621,851	212,306	239,588	621,851	-	
5400 Other Expenses	3,650	3,133	4,500	680	1,420	4,500	-	
5700 Capital Outlays	84,549	29,911	42,500	10,301	16,213	42,500	-	
5900 Other Financing Uses	-	-	-	-	-	-	-	
Replacement Reserve - DWRF	-	-	-	-	-	-	-	
	\$ 1,529,132	\$ 1,368,867	\$ 1,688,759	\$ 631,742	\$ 667,352	\$ 1,688,759	\$ -	
90000 Project Expenditures								
5200 Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5300 Contractual Services	1,358,928	332,319	675,000	195,953	57,415	947,000	272,000	
5700 Capital Outlays	-	-	-	-	-	-	-	
	\$ 1,358,928	\$ 332,319	\$ 675,000	\$ 195,953	\$ 57,415	\$ 947,000	\$ 272,000	
	\$ 6,405,907	\$ 5,774,084	\$ 5,982,132	\$ 2,098,256	\$ 1,870,235	\$ 6,254,132	\$ 272,000	
Available Cash Balance - EOY	\$ 2,303,174	\$ 2,656,611	\$ 3,285,323	\$ 3,621,547	\$ 3,336,853	\$ 2,795,076	\$ (490,247)	

City of Muskegon								
Quarterly Budget Reforecast FY 2014-15 Budget								
		Responsibility	2014-15 Budgeted Projects (Including Carryover Amounts From Prior FY) Original	2014-15 Budgeted Projects (Including Carryover Amounts From Prior FY) 2Q Reforecast	2014-15 Estimated Project Grant Revenue Original	2014-15 Estimated Project Grant Revenue 2Q Reforecast	Grant Year	Comments
BUDGETED MAJOR CAPITAL PROJECTS								
<u>101</u>	<u>General Fund</u>							
	VOIP Phone System	Maurer	\$ 20,000	\$ 20,000	\$ -	\$ -		FY15 is year 3 of 5 annual payments, 0% interest
	City Hall Elevator Repairs	Al-Shatel		\$ 65,000				
	Playground Equipment at P.M.	Al-Shatel	220,000	15,000	44,000	-		Only evaluation at this time.
	Windows Replacement @ City Hall	Al-Shatel	40,000	10,000				
	ADA Compliance, Various Locations	Al-Shatel	20,000	20,000				Federal agreement
	Veteran's Park Upgrades	Al-Shatel	12,000	15,500				City's share only.
	GIS for Cemetery	Al-Shatel	50,000	50,000	-	-		mapping of sites
	Force Continuum Tools/Equipment (tasers)	J. Lewis	30,000	31,350	30,000	31,350	FY15	\$15,000 RAP Grant/\$16,350 Criminal Forfeiture
	Hurst Tools (Cutter)	J. Lewis	12,000	12,000	-	-		Fire
	Roof Replacement, Station # 4/Repairs	J. Lewis	18,000	18,000				Fire
	Radios for Fire Department	J. Lewis	62,500	62,500	47,000	47,000	FY15	Fire, replaces old radios, match is from Fire
	P.M. Park, roof & building improvements	Al-Shatel	<u>15,000</u>	<u>30,000</u>	<u>-</u>	<u>30,000</u>	FY15	Grant from foundation which was marked for P.M. playground.
			499,500	349,350	121,000	108,350		
<u>202</u>	<u>Major Streets</u>							
90127	Laketon, Park to Peck	Al-Shatel	200,000	235,000	-	-	FY14	carry over from 13/14
	US - 31 BR	Al-Shatel	75,000	66,000				US-31 BR, Sherman to Shoreline Dr.
	Apple/US 31 N. On Ramp	Al-Shatel	-	16,000				adjusted the state funds to cover
91208	Latimer, Port City Blvd. to Black Creek	Al-Shatel	340,000	10,000	240,000	-	FY15	Design only in 14/15
	Henry St., Sherman to Hackley	Al-Shatel	800,000	700,000	580,000	580,000	FY15	reconstruct
	Traffic Signal Upgrade @ Sherman/Glenside	Al-Shatel	150,000	140,000	103,000	103,000	FY15	
	Getty St., Evanston to Apple	Al-Shatel	550,000	20,000	375,000	-	FY15	Design only in 14/15
	Musketawa Trail Connection (Keating to Black Creek)	Al-Shatel	260,000	260,000	260,000	260,000		moved from state grants fund with additional new money (federal)
	Muskegon, Webster, 9th to Spring	Al-Shatel	-	1,800,000	-	3,300,000		only Webster done this year.

City of Muskegon								
Quarterly Budget Reforecast FY 2014-15 Budget								
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BUDGETED MAJOR CAPITAL PROJECTS								
	Fourth St., Houston to Muskegon	Al-Shatel	80,000	-	-	-		project was removed
			2,455,000	3,247,000	1,558,000	4,243,000		
203	<u>Local Streets</u>							
91307	Merrill, Fifth to First/Third	Al-Shatel	142,000	60,000	32,000	32,000	FY14	Resurface as part of sewer replacement. (CDBG \$32,000)
	Crowley, Young to Laketon	Al-Shatel	250,000	-	-	-		project was removed
	Morton, Denmark to McCracken	Al-Shatel	170,000	-	-	-		
	Fifth St., Laketon to Dale	Al-Shatel	170,000	-	-	-		
			732,000	60,000	32,000	32,000		
404	<u>Public Improvement Fund</u>							
	Beach Warning System @ Pere Marquette Park	J. Lewis	70,000	-				removed project
	Nims Neighborhood Park	Brubaker-Clarke	12,000	12,000	12,000	12,000	FY15	Neighborhood fundraising; Community Foundation
	Farmers' Market Kitchen Equipment	Brubaker-Clarke	50,000	50,000	50,000	50,000	FY15	Donations/Fundraising
			132,000	62,000	62,000	62,000		
482	<u>State Grants Fund</u>							
	Veteran's Park Upgrades	Al-Shatel	-	1,168,300	-	1,168,300		federal = \$907,200 / state = \$181,800 / county & others = \$79,300
	Musketawa Trail Connection (Keating to Black Creek)	Al-Shatel	-	-	-	-	FY14	moved to major streets fund
	SAW Grant	Al-Shatel	-	-	-	-	FY14	moved to sewer fund
			-	1,168,300	-	1,168,300		
590	<u>Sewer</u>							
	Merrill, Fifth to First/Third (1100')	Al-Shatel	165,000	115,000	-	-		Replace 15" sewer with 20" sewer.
	Sewer Rehabilitation Project (Various Projects)	Al-Shatel	150,000	110,000	-	-		Lining of manholes and sewer lines
	Muskegon, Webster, 9th to Spring	Al-Shatel	-	50,000				services & repairs as part of reconstruction
	SAW Grant	Al-Shatel	1,984,000	1,984,000	2,000,000	1,984,000		moved from state grants fund
	Infiltration Study, S-2	Al-Shatel	6,000	130,000	-	122,000		Carryover from 13/14; grant \$ is the remaining grant amount
			2,305,000	2,389,000	2,000,000	2,106,000		

City of Muskegon								
Quarterly Budget Reforecast FY 2014-15 Budget								
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BUDGETED MAJOR CAPITAL PROJECTS								
591	<u>Water</u>							
	High Service Valves - Upgrade 2 of 4 to Ball Valves	Al-Shatel	50,000	50,000	-	-		To carryover \$50,000 to FY 2014/15
	Projects Identified in Reliability Study	Al-Shatel	75,000	22,000	-	-		approved by commission
	Laketon, Park to Peck	Al-Shatel	10,000	65,000	-	-		not all of the budgeted \$ in 13/14 was spent
	Water Main Replacements, Various Locations - 2" & 4" Watermain	Al-Shatel	120,000	-	-	-		
	Merrill, Fifth to First/Third	Al-Shatel	-	160,000				
	Muskegon, Webster, 9th to Spring	Al-Shatel	-	400,000				new mains & services - only Webster this year.
	GIS Update and Maintenance	Al-Shatel	20,000	20,000	-	-		County licensing & map maintenance
	Getty, Evanston to Apple	Al-Shatel	-	5,000	-	-		Design only this year.
	Crowley, Young to Laketon	Al-Shatel	175,000	-	-	-		project was removed
	Nims St. Tank, inside painting	Al-Shatel	<u>225,000</u>	<u>225,000</u>	<u>-</u>	<u>-</u>		
			675,000	947,000	-	-		
594	<u>Marina</u>							
	Docks & Building Improvements (office, bathroom)	Al-Shatel	<u>400,000</u>	<u>-</u>	<u>200,000</u>	<u>-</u>		project was removed
			400,000	-	200,000	-		
642	<u>PSB</u>							
	Garage Doors/Light fixtures in the garage	Al-Shatel	<u>20,000</u>	<u>20,000</u>	<u>-</u>	<u>5,500</u>		energy improvements/rebate
			20,000	20,000	-	5,500		
643	<u>Engineering Services</u>							
	Intergovernmental Engineering Work	Al-Shatel	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	FY15	
			10,000	10,000	10,000	10,000		
661	<u>Equipment Fund</u>							
20/Quant Non-Vehicular Equipment:								
3	Front End Plows	Al-Shatel	17,500	20,000				1-hydro turn and 2-stationary

City of Muskegon								
Quarterly Budget Reforecast FY 2014-15 Budget								
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BUDGETED MAJOR CAPITAL PROJECTS								
1	Lowboy	Al-Shatel	-	21,000				left over from 13/14 budget
1	Scale	Al-Shatel	-	15,000				left over from 13/14 budget
	Sewer Camera	Al-Shatel	-	10,000				
1	Asphalt Paver	Al-Shatel	60,000	60,000	-	-		
			77,500	126,000	-	-		
5746	Communications Equipment:							
2	Radar units - Police	Al-Shatel	6,000	6,000	-	-		
	various items to outfit new cruisers	Al-Shatel	40,000	40,000	-	-		
			46,000	46,000	-	-		
5730	Vehicles:							
2	Cruisers/Police SUV's	Al-Shatel	60,000	60,000	-	-		Includes police package outfitting
1	Dump Truck (F-450)	Al-Shatel	40,000	-				
1	T.V. Truck for Sewers	Al-Shatel	-	190,000				left over from 13/14
1	3/4 Ton Truck	Al-Shatel	-	25,000				left over from 13/14
1	1 Ton Truck	Al-Shatel	-	28,000				left over from 13/14
1	Plow Truck	Al-Shatel	140,000	140,000	-	-		Replaces 40623 (1997)
			240,000	443,000	-	-		
	Total Equipment Fund		363,500	615,000	-	-		
			\$ 7,460,000	\$ 8,805,650	\$ 3,921,000	\$ 7,673,150		