CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 13, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS, AWARDS, AND PRESENTATIONS:**
  - **A.** **Recognition of 9/11 Event Participants by BSA Troop 1053**
  - **B.** **Recognition of Muskegon Police Officers**
  - **C.** **New Staff Introductions – Planning & Economic Development**
- □ **PUBLIC COMMENT ON AGENDA ITEMS:**
- □ **CONSENT AGENDA:**
  - **A.** **Approval of Minutes** City Clerk
  - **B.** **Sale of 1318 Pine Street** City Manager
  - **C.** **Good Temps Staffing Services Extension** EEO & Employee Relations
  - **D.** **Non-Union Part Time & Limited Term Wage Matrix** EEO & Employee Relations
  - **E.** **Amendments to the Muskegon Social Equity Program Application** Planning
  - **F.** **Roberts Street Reconstruction Award** Public Works
  - **G.** **Hartshorn Marina 2023 Rates** Public Works
  - **H.** **Sanitation Contract Extension** Public Works
  - **I.** **Muskegon Conservation District (MCD) Native Planting Project** Public Works
  - **J.** **MDNR SPARK Grant Resolution** Public Works
  - **K.** **Non-Union Pay/Benefits 2023** City Manager

L. Virtual Public Participation Policy City Clerk

M. Conservation Easement Agreement at Remembrance Drive Site Development Services

N. 2023 FOP Contract City Manager

O. CRC Recommendation to Adopt Revised Attendance Policy City Clerk

P. CRC Recommendation for Re-appointments to BID City Clerk

□ **PUBLIC HEARINGS:**

□ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

A. Housing Board of Appeals Demolition – 808 Oak Avenue Public Safety

B. Adelaide Pointe Reimbursement Agreement City Manager

□ **ANY OTHER BUSINESS:**

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

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

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

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

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the November 7, 2022 Worksession Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 7, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, November 7, 2022, a moment of silence was observed, after which the Commission and public recited the Pledge of Allegiance to the Flag.

Present: Mayor Ken Johnson, Vice Mayor Willie German, Jr., Commissioners Teresa Emory, Rebecca St.Clair, Rachel Gorman, Interim City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioners Eric Hood and Michael Ramsey

HONORS, AWARDS, AND PRESENTATIONS:

A. Presentation on Regional Transit Authority by Muskegon County

Bob Lukens, Community Development Director for Muskegon County, spoke about the potential for a transit authority for Muskegon County. Muskegon County has been in discussions with WMSRDC about the potential of a Transit Authority. The County is seeking the appointment of a city representative to attend meetings and participate in discussions.

Mayor Johnson suggested appointing LeighAnn Mikesell as the city representative to participate in meetings and discussions regarding the potential Transit Authority. A letter indicating her appointment will be sent.

PUBLIC COMMENT ON AGENDA ITEMS: No public comments were received.

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To Approve the minutes of the October 10, 2022 Worksession and October 11, 2022 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. Amendment to Marihuana Overlay District – Drive Thrus/Signs Planning

SUMMARY OF REQUEST: Staff-initiated request to amend Section 2331 of the zoning ordinance to reduce signage restrictions on marihuana businesses and to allow drive-thru marihuana facilities under certain conditions.

After discussing the proposed ordinance at the Planning Commission meeting, the board decided to slightly modify the proposal and request that all drive thrus require a special use permit. The final language approved in the motion is as follows:

Section 2331:

B. Grower, Excess Grower, and Processor Requirements:

1. Signage. Signage shall follow the regulations set forth by the underlying zoning district.

C. Provisioning Center, Retailer, Microbusiness and Designated Consumption Establishment Requirements:

4. Curbside/Drive Thru. Curbside delivery is allowed at all retail sale locations with an approved site plan that does not impede traffic or pedestrian safety. Drive thrus are allowed as a special use permitted under the following conditions:

a. The underlying zoning designation must be B-2, B-4, MC, I-1, I-2, or any Form Based Code designation/building type that allows for drive thru businesses.

b. Drive-thru windows must be located on private property. Streets and alleys may only be used for the movement of traffic and may not be used for drive-thru vehicular stacking.

c. A traffic study must be performed showing anticipated number of stacking spaces and where they would be located on site.

STAFF RECOMMENDATION: To approve the request to amend Section 2331 of the zoning ordinance to reduce signage restrictions on marihuana businesses and to allow drive-thru marihuana facilities with the conditions listed as proposed.

D. **Landscaping RFP** Public Works

SUMMARY OF REQUEST: Staff requests authorization to issue a request for proposals to obtain pricing to transition a number of downtown landscaping areas to private contract.

Staff has worked with the Downtown BID, DDA, Chamber of Commerce, Lakeside BID and other stakeholders to develop the RFP that covers a wide array of landscaping services currently provided through the City Parks Department. There is a desire among the stakeholders to improve the level of service being provided and a desire among city staff to free up staffing resources that are currently expended for the services to improve service in other areas of the city parks. Issuing the RFP will be the next step in exploring that prospect by obtaining prices from interested firms to further inform future decisions.

The RFP proposes to obtain prices for nine (9) identified areas as follows, with each area having a distinct scope of work and a proposed assigned cost share. The baseline RFP proposes a 3-year contract with optional extensions for 4th and 5th year.

- Western Avenue
- Hackley Park
- 3rd Street (Midtown)
- City Hall Grounds
- Farmers Market Grounds
- Shoreline Drive
- Scatter Flower Pots/Planters
- Citywide Irrigation Startup/Shutdown
- Lakeside BID

Once bids are obtained for the work the responsible entities will reconvene to review pricing and make a determination on future recommendations. Future decision may have cost implications for the City, DDA, BID, and established care funds at the Community Foundation; however there is no cost implications to issue the RFP and obtain bids.

STAFF RECOMMENDATION: Authorize staff to issue the RFP for Landscaping Services.

E. <u>MDEGLE High Water Infrastructure Grant</u> Public Works

SUMMARY OF REQUEST: Staff requests a resolution of support and commitment of matching funds for submittal to MDEGLE through the 2023 High Water Infrastructure Grant Program.

The Michigan Legislature appropriated $14.25 million to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a grant program to provide infrastructure and planning grants that directly address the impacts and vulnerabilities presented by severe weather events, with a focus on projects that address flooding, coastline erosion, urban heat, and storm water management.

Staff has identified restoration of the beach access at Kruse Park as a target for this program. Staff has previously conducted community engagement on this project and developed a master plan for the site that is available on our website here – https://www.muskegon-mi.gov/cresources/Kruse-Park-Master-Plan-compressed.pdf

Staff has prepared an application to pursue funds to support the work identified in Phase 1 of the Master Plan as well as obtaining letters of support from our legislative contacts, the Muskegon Conservation District, WMSRDC, Beachwood-Bluffton Neighborhood Association, and Disability Network of West Michigan.

If successful as drafted, the grant will provide $700,000 towards the project and will require a commitment of matching cash/in-kind funds from the City in the amount of $343,915.00 during the 23/24 fiscal year.

STAFF RECOMMENDATION: Approve the Resolution of Support and Commitment of Matching Funds for the 2023 State High Water Infrastructure Grant and authorize the Clerk to sign.

F. Roberts Street MDOT Agreement Public Works

SUMMARY OF REQUEST: Staff is requesting approval of a contract with MDOT for the repaving of Roberts Street from Sherman Boulevard to Laketon Avenue, and approval of resolution authorizing the Mayor and Clerk to sign contract.

This is the standard contract that governs construction contracts that use federal funds and/or are administered through MDOT. The estimated cost of the project is $1,046,811.25, with $371,340 of that being Category F Transportation Economic Development Fund (TEDF) grant dollars. The reminder of $675,471.25 is accounted for in the City's FY22 Major Street fund capital budget. Of the $825,000 budgeted for the project, $31,880.07 has been spent on engineering and other design phase services.

The project will be bid this fall and begin construction in the spring; the exact schedule is not known at this time but will be communicated to the businesses and residents in the area once known.

AMOUNT REQUESTED: $675,471.25 AMOUNT BUDGETED: $825,000 Requested

$31,880.07 Expended

$793,119.93 Remaining

FUND OR ACCOUNT: 202 (Major Streets)

STAFF RECOMMENDATION: Approval of the Roberts Street MDOT Contract and a resolution authorizing the DPW Director and Clerk to sign the contract.

H. LRS ARP Updated Construction Agreement Development Services

SUMMARY OF REQUEST: Staff is requesting that Commission amend the construction and development agreement with Mr. Rubin Briggs, LRS Enterprises to accommodate a Priority Related Investment Loan from the Community Foundation for Muskegon County.

Mr. Briggs proved capable of working with the city during the Jackson Hill Infill Housing Pilot where 2 homes on Leonard were constructed. Commission awarded LRS Enterprises with an ARP agreement for 6 homes, with half the money from ARP and the other half from the developer's own financing. We have found this to be a hardship for smaller, minority owned builders who do not have access to capital of some of our larger partners.

In an effort to be equitable and not let a systemic barrier to our own program disqualify builders of color, staff has secured a Priority Related Investment Loan from the Community Foundation for Muskegon County to cover Mr. Briggs' $750,000 of the original contract. This would be a loan in the city's name at prime (5.5%) plus 2 percent interest with a .5% increase on January 1, 2023, and would be paid back first as the homes sell. Any additional profits from sale would go to the Public Improvement Fund. The updated Purchase Agreement reflects this PRI which will return to the Commission for final approval and signatures. The Act 99 Installment Purchase Agreement agenda item on this docket is a precursor to the PRI approval.

AMOUNT REQUESTED: $750,000 AMOUNT BUDGETED: N/A

FUND OR ACCOUNT: (101) TO (404)

STAFF RECOMMENDATION: To accept the construction agreement as presented and to authorize the Mayor and Clerk to sign.

I. LRS PRI Act 99 Installment Purchase Agreement Development Services

SUMMARY OF REQUEST: Staff is requesting the Commission authorize the statutorily required Act 99 Installment Purchase Agreement and Resolution.

Public Act 99 of 1933 is a statute which allows municipalities to borrow funds for real estate related endeavors. We have previously used this Act to partner with the Community Foundation for Muskegon County on the Jackson Hill Infill Pilot.

The resolution covers the requirements laid out in the Act and has the Agreement itself that is to be executed. This item is jointly presented for consideration along with the Amended LRS Enterprises ARP Agreement.

STAFF RECOMMENDATION: To adopt the Resolution Authorizing the Installment Purchase Agreement related to the Jackson Hill ARP Infill Housing Project as presented, and to authorize the Mayor and Clerk to sign.

K. Sale of 1527 Hoyt Street City Manager

SUMMARY OF REQUEST: Staff is requesting approval of the purchase agreement for 1527 Hoyt Street.

1527 Hoyt Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding.

STAFF RECOMMENDATION: To approve the purchase agreement for 1527 Hoyt Street.

Motion by Vice Mayor German, second by Commissioner St.Clair, to accept the consent agenda as presented, minus items B, and G.

ROLL VOTE: Ayes: German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

2022-97 REMOVED FROM CONSENT AGENDA:

B. Arena Lease – Carlisle's Arena Director

SUMMARY OF REQUEST: Seeking approval of the amended lease with Carlisle's at the Trinity Health Arena.

Amendment of Section 6 of the Agreement for Management of a Portion of a Licensed Premises Pursuant to Participating Agreement.

To reflect the following:

Construction costs paid by Carlisle and/or reimbursed to the City of Muskegon in the amount of $439,219.91, will result in a use credit to Carlisle at the rate of $7.00 per month for each $1,000 of construction costs incurred together with interest on the unreimbursed construction costs calculated at the rate of 5% per annum. Any unused credit for the month shall roll over and be added to the total available use credit in subsequent months. These credits shall continue monthly for the term of this Agreement and any extensions thereof to and until such time as the use credit is fully utilized and amortized.

In the original agreement the construction cost was $650,000. However, we are reducing the credit costs by $210,780.09 due to construction overages by Carlisle's. Allowing Carlisle's to utilize credit saves the City $279,259.64 in accrued interest through 2040.

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

Motion by Commissioner St.Clair, second by Commissioner Gorman, to approve the lease and authorize the Mayor and Clerk to sign.

ROLL VOTE: Ayes: German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

G. Trash Compactors Public Works/Parks

SUMMARY OF REQUEST: Staff requests authorization to sign a three-year lease for 14 self-compacting trash receptacles at Pere Marquette and Margaret Drake Elliot Parks.

These 50-gallon capacity, self-compacting units from Connect by BigBelly would enhance the shoreline look and be one direct result of the paid for parking benefit. Not only will the units look aesthetically pleasing as opposed to the current metal open face cans, but with a fully enclosed system, less trash would blow out of the units onto the beach.

Current walkway pads allow for placement and not block those with ADA needs. The units are sturdy in nature and can handle the winds and sands at the beach location according to the manufacturer. The biggest goal with the three-year lease period is to not only see how much the cans get used, but also to see how the units stand up to the elements. We will have the ability to extend the lease or purchase units at the end of the three-year period.

Local suppliers can provide liners for the units. The manufacturer does have a subsidiary in Kentucky that can proved liners if need be. The units also provide options to advertise or brand; staff is still discussing the pros and cons of this option and will proceed carefully, if at all. The units do connect to the internet if available, and will notify staff of the need for emptying and include usage data.

During the off season, roughly October through April, we have enclosed storage available at Margaret Drake Elliot for the units. Depending on how maneuverable they are and the installation needs, staff is considering locating them downtown during the off season. The three-year lease provides annual maintenance and troubleshooting, however placement of the units and removal each season would depend on Parks staff. The units are large and would require heavy machinery to move.

Staff has performed a financial comparison, and while these units are about twice as expensive as traditional receptacles we calculate we will recoup that cost and more by reducing the times they need to be emptied and reducing litter cleanup in the area. The current budget includes $10,000 for these units. The actual impact to this year's budget will be approximately $4,549.11 (for three months of lease payments). Future budgets will include for the exact lease amounts per fiscal year.

AMOUNT REQUESTED: $4,549.11 (FY22) AMOUNT BUDGETED: $10,000 (FY22)

$54,589.32 (Over 3 years) $54,589.32 (total including future budgets)

FUND OR ACCOUNT: 101-770-762 (Parks)

STAFF RECOMMENDATION: Authorize staff to enter into a three-year lease agreement with Connect by BigBelly for a total of $54,589.32 over three years for 14 self-compacting 50-gallon trash receptacles.

Motion by Commissioner Emory, second by Vice Mayor German, to authorize staff to enter into a three-year lease agreement with Connect by BigBelly for a total of $54,589.32 over three years for 14 self-compacting 50-gallon trash receptacles.

ROLL VOTE: Ayes: German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

2022-98 ANY OTHER BUSINESS:

A. <u>Sale of 206 Irwin Avenue</u> City Manager

SUMMARY OF REQUEST: Staff is requesting approval of the purchase agreement for 206 Irwin Avenue.

206 Irwin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. After signing the purchase agreement, the buyer elected to update the purchase price and seller concessions which equate to a net zero change in fund to the city.

STAFF RECOMMENDATION: To approve the purchase agreement and amendment for 206 Irwin Avenue.

Motion by Commissioner St.Clair, second by Commissioner Gorman, to approve the purchase agreement and amendment for 206 Irwin Avenue.

ROLL VOTE: Ayes: Gorman, Emory, St.Clair, Johnson, and German

Nays: None

MOTION PASSES

B. <u>Sale of 291 McLaughlin</u> City Manager

SUMMARY OF REQUEST: Staff is requesting approval of the purchase agreement for 291 McLaughlin Avenue

291 McLaughlin Avenue is being constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The home is under construction with a planned cost of $235,000. The offer presented is for a sales price of $172,500 with no seller concessions.

STAFF RECOMMENDATION: To approve the purchase agreement for 291 McLaughlin Avenue.

Motion by Commissioner St.Clair, second by Vice Mayor German, to approve the purchase agreement for 291 McLaughlin Avenue, to be transferred by Quit Claim Deed.

ROLL VOTE: Ayes: Emory, St.Clair, Johnson, German, and Gorman

Nays: None

MOTION PASSES

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

ADJOURNMENT: The City Commission meeting adjourned at 6:31 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Sale of 1318 Pine Street
Submitted By: LeighAnn Mikesell	Department: City Manager

Brief Summary: Staff is requesting approval of the purchase agreement for 1318 Pine Street.

Detailed Summary & Background:

1318 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding.

Goal/Focus Area/Action Item Addressed:

Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types

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

Recommended Motion: to approve the purchase agreement for 1318 Pine Street.

Approvals:

- Immediate Division Head ☐
- Other Division Heads ■
- Legal Review ■
- Information Technology ☐
- Communication ☐

Guest(s) Invited / Presenting

- Yes ☐
- No ■

For City Clerk Use Only:

Commission Action:

choiceOne BANK

November 29, 2022

Re: Scott and Rosetta Taylor

Property Address: TBD

To: Whom it may concern

Please be advised that we have reviewed the credit, income and down payment for Mr. and Mrs. Taylor. Based on this review the aforementioned borrower has been approved for a HomeStart purchase money mortgage (100% financing no PMI insurance).

This loan approval is subject to a satisfactory property appraisal report, title commitment and review of related mortgage compliance documents and disclosures.

If you have any further questions or concerns, please feel free to contact me at 616-443-6348 or bonnie.potter@choiceone.com

Sincerely,

Bonnie Potter

Bonnie Potter
Mortgage Loan Officer
330 Market Ave . Grand Rapids, MI 49503
Direct|616-500-0674 Cell| 616-443-6348
NMLS #436314 | Company NMLS #302123

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#______

DATE: December 5, 2022, 7:45 p.m. (time) MLS # 22046382

SELLING OFFICE: Keller Williams Realty GR North BROKER LIC.#: 6505374302 REALTOR® PHONE: 616-690-0869

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 616-366-2459

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
   ☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Transaction Coordinator
   Primary Selling Agent Name: LuAnn Takens Email: LuAnnTakens@aol.com Lic.#: 6501320305
   Alternate Selling Agent Name: Carla Rine Email: cjrine@hotmail.com Lic.#: 6501414149

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
   ☐ Buyer has received the Seller's Disclosure Statement, dated__________. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
   ☒ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: __________
   ☐ Seller is exempt from the requirements of the Seller Disclosure Act.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code) 1318 Pine Street, Muskegon, MI 49442
   with the following legal description and tax parcel ID numbers:
   CITY OF MUSKEGON REVISED PLAT OF 1903 N 60 FT LOT 2 BLK 264 EX ELY 12 FT FOR ALLEY

   PP# 24-205-264-0002-00.

   The following paragraph applies only if the Premises include unplatted land:
   Seller agrees to grant Buyer at closing the right to make (insert number)________division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before__________, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of $ 175,220.00
   ONE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY ---------- U.S. Dollars

7. **Seller Concessions**, if any: Seller to pay $3,000 in buyer closing costs, fees and prepaids.

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

   If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

   ☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

   ☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a CONV type 30 (year) mortgage in the amount of 100 % of the Purchase Price bearing interest at a rate not to exceed 7.5 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed $________ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

RT 12/05/22 8:59 PM EST dotloop verified | SWT 12/05/22 8:38 PM EST dotloop verified Buyer's Initials | LM 12/06/22 12:59 PM EST dotloop verified Seller's Initials

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions: ______

☐ SELLER FINANCING (choose one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

$______ upon execution and delivery of a ______ form (name or type of form and revision date), a copy of which is attached, wherein the balance of $ ______ will be payable in monthly installments of $______ or more including interest at______% per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable______months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions: ______

☐ EQUITY (choose one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately $______) between the Purchase Price above provided and the unpaid balance (approximately $______) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions: ______

☐ OTHER:

9. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

☒ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at: ______
A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at ______ on or before______. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions: ______

10. **Fixtures & Improvements: The following is not intended to be an all-inclusive list of items included with the Property.** All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**
MICROWAVE, OVEN/RANGE, DISHWASHER, REFRIGERATOR, WASHER, DRYER, CENTRAL AIR, GARAGE DOOR OPENER, HOME WARRANTY PROVIDED BY SELLER.

but does not include:

11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

____

12. **Assessments (choose one):**
If the Property is subject to any assessments,

☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer____________(year);
☐ Buyer ☐ Seller will pay taxes billed winter____________(year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

____

14. **Well/Septic:** Within ten (10) days after the Effective Date, (choose one) ☐ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.
If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.
Other:
N/A

15. **Inspections & Investigations:**
Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.
All inspections and investigations will be completed within ____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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Buyer's Initials

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Seller's Initials

deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☒ Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions:____________________

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

    If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:
    ____

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

    ☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

    ☒ No survey. Buyer has waived all rights under this paragraph.

    When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:
    SELLER TO PROVIDE EXISTING SURVEY TO BUYER IF AVAILABLE.

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:
    HOME WARRANTY TO BE PROVIDED BY THE SELLER.

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than DECEMBER 30, 2022. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:
    ____

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

23. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

    ☒ At the completion of the closing of the sale.
    ☐ At ______ ☐a.m. ☐p.m. on the ______ day **after** completion of the closing of the sale, during which time Seller

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LM 12/06/22 12:59 PM EST dotloop verified
Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer $ 0 as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages $ 100 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 6:00 ... (time) on DECEMBER 6, 2022 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ 500 shall be submitted to Keller Williams Realty GR North (within 24 hours of acceptance) (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address 2389 125th Ave., Morley, MI 49336 Scott William Taylor (dotloop verified 12/05/22 8:38 PM EST PRIK-L8XJ-1D5R-EQ8D) Buyer

Buyer 1 Phone: (Res.)________ (Bus.)________ Scott Taylor

Print name as you want it to appear on documents.

Buyer 2 Address 2389 125th Ave., Morley, MI 49336 Rosetta Taylor (dotloop verified 12/05/22 8:59 PM EST V6MO-CPJB-VCIS-WRQY) Buyer

Buyer 2 Phone: (Res.)________ (Bus.)________ Rosetta Taylor

Print name as you want it to appear on documents.

32. **Seller's Response:** The above offer is approved: ☐ As written. ☑ As written except:

Sales Price to be $178,480.00
all appliances included: washer, dryer, microwave, dishwasher, fridge, stove
$3000 seller concessions towards buyers closing costs
Builder's warranty starts from day of certificate of occupancy from the City of Muskegon. Max warranty 1 year.
Paragraph 8- will provide a quit claim deed vs a warranty deed.

Counteroffer, if any, expires 12/7/2022, at 5pm (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated ________ (choose one): ☐ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. **Listing Office Address:** 3478 Persimmon Ln, Holland, MI 49424 Listing Broker License # ________

Listing Agent Name: Mariana Murillo VanDam Listing Agent License # ________

36. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): LeighAnn Mikesell (dotloop verified 12/06/22 12:59 PM EST TPTW-YFF6-HWHG-UUAK)

________ Is Seller a U.S. Citizen or Resident Alien? ☑ Yes ☐ No*

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): ________

________ Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

Seller's Address:________ Seller's Phone (Res.)________ (Bus)________

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): ________

X (Buyer's Signature, Date, Time): ________

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): ________

X (Seller's Signature, Date, Time): ________

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LM (12/06/22 12:59 PM EST dotloop verified) Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 12/13/2022	Title: Good Temps Staffing Services Extension
Submitted By: Dwana Thompson	Department: EEO & Employee Relations

Brief Summary: The city is requesting an extension for the Good Temps Staffing Service Agreement of 1 year. This agreement will be from January – December, 2023.

Detailed Summary & Background:

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion: Approve the 1 year extension of the Good Temps Staffing Service Agreement for 2023.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.*

- Immediate Division Head ☐
- Other Division Heads ☐
- Legal Review ☐
- Information Technology ☐
- Communication ☐

Guest(s) Invited / Presenting

- Yes ☐
- No ☐

For City Clerk Use Only:

Commission Action:

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh. Services
(231)724-6717
FAX (231)726-2501

Computer Info. Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100

FAX (231)722-4188

SafeBuilt (Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

November 15, 2022

GoodTemps Temporary Staffing Services
271 East Apple Avenue
Muskegon, MI 49442

Re: Temporary Staffing Services Agreement between the City of Muskegon and GoodTemps Temporary Staffing Services

Dear Ms. Hoyer:

The City of Muskegon hereby requests that the Agreement be extended for the period of January 1, 2023–December 31, 2023. The proposed budget for the extension period will be as listed in the previous contract with the exception of the arena staff may be provided via a separate third-party (like the lumberjacks) at the discretion of the city. We have agreed this be taken into consideration with this extension.

This modification is requested for the following reason(s):

- The City of Muskegon utilizes a contract workforce for Public Services Division (Parks, Cemetery, Highway, and Marina Departments), the Public Safety Department, the Farmers Market, and the Arena. The extension proposes to request approximately 25-75 full and part-time employees. Services include contract laborers for seasonal projects as well as long term, part-time positions, and administrative and temporary office help on an as-needed basis.
- The City intends to solicit bids for a new contract in the fall of ~~2022.~~ 2023.
- The City of Muskegon is an AA/EEO/ADA Employer.

Thank you for your consideration of this request.

City

Date:__________,2022
CITY OF MUSKEGON

By:________________________
Ken Johnson, Mayor

And:

____
Ann Meisch, MMC City Clerk

Contractor

Date: 11/16 ,2022

GOODTEMPS TEMPORARY STAFFING SERVICES

By: Jeanette Hoyer
Jeanette Hoyer, President & CEO

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 12/13/2022	Title: Non-Union Part Time & Limited Term Wage Matrix
Submitted By: Dwana Thompson	Department: EEO & Employee Relations
Brief Summary: This is the proposed non-union, part-time and limited-term wage matrix for 2023.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approve the non-union part-time and limited-term wage matrix for 2023.	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head [x] Information Technology [ ] Other Division Heads [ ] Communication [ ] Legal Review [ ]	Guest(s) Invited / Presenting Yes [ ] No [x]
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

2023 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is $ 10.10 as of January 1, 2023

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
GRADE 1	$ 12.00	$ 12.50	$ 13.00				
INTERNS AGE 16-17 (Minimum wage for Employees under Age 18)							
SEASONAL YOUTH WORKERS BOYS & GIRLS CLUB & COMMUNITY ENCOMPASS							
GRADE 2	$ 15.00	$ 15.50	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00
ARENA CUSTODIAN							
SEASONAL LEISURE SERVICE MAINTENANCE WORKER							
SEASONAL SUPERVISORS BOYS & GIRLS CLUB & COMMUNITY ENCOMPASS							
GRADE 3	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00
BUILDING FACILITY CARETAKER							
FARMERS MARKET ASSISTANT							
SCHOOL CROSSING GUARD							
ARENA MAINTENANCE							
SOCIAL DISTRICT SEASONAL WORKER							
GRADE 4	$ 16.00	$ 16.50	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00
FACILITY SUPERVISOR I							
BEACH/PARK RANGERS (PUBLIC SAFETY)							
GRADE 5	$ 16.00	$ 17.00	$ 18.00	$ 19.00	$ 20.00	$ 21.00	
INTERNS OVER 18							
GRADE 6	$ 17.00	$ 17.50	$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00
FACILITY SUPERVISOR II							
SUPERVISORY INTERN (OVER 18)							
SEASONAL BEACH EQUIPMENT OPERATOR							
GRADE 7							
BOARD OF CANVASSERS	$25.OO PER DIEM						
BOARD OF REVIEW	$13.50 per hour / 4 hour minimum						
RECEIVING BOARD	$65.00 per day						
ELECTION WORKERS (INSPECTORS)	$13.50 per hour						
ELECTION WORKER CHAIRPERSON	$16.00 per hour						
ELECTIONWORKER CO-CHAIRPERSON	$15.00 per hour						
GRADE 8	$ 21.00						
POLICE RECRUIT							
GRADE 9A	$ 16.00	$ 16.80	$ 17.64	$ 18.52	$ 19.44	$ 20.42	
EVENT SECURITY MANAGER							
GRADE 9B	$ 21.68	$ 22.77	$ 23.90	$ 25.10	$ 26.36		
PART TIME POLICE OFFICER							
GRADE 9C	$ 31.00	$ 32.00	$ 33.00	$ 34.00	$ 35.00		
PT - FIRE INSPECTOR							

STEP-2 (500 hours); STEP-3 (1000 hours); STEP-4 (1500 hours); STEP-5 (2000 hours) (applies to Grade 9B)

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Amendments to the Muskegon Social Equity Program Application
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Request to amend the programs and the requirements for the Muskegon Social Equity Program and associated application.

Detailed Summary & Background:

Changes include:

- Clarified how much funding an applicant may receive (Up to $10,000 unless approved by the Commission).
- For “Education/Training Scholarship”, “Business Start-Up Grant” and “Business Start-Up Loan”, added a stipulation that a parent could also have had the conviction while the applicant was in school.
- Created a new category, the “Marihuana Industry Training Scholarship”. This is for residents that want to get into the marihuana industry. The are more options to qualify for this than the “Education/Training Scholarship.”
- Removed the “Marihuana Equipment Grant” category since it could be covered by the “Business Start-Up Grant.”

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion: To approve the changes to the Muskegon Social Equity Program and associated application as presented.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.*	Guest(s) Invited / Presenting
Immediate Division Head ☐ Information Technology ☐	Yes ☐
Other Division Heads ☐ Communication ☐	No ☐
Legal Review ☐	

For City Clerk Use Only:

Commission Action:

Muskegon Social Equity Program
Grant & Loan Application

The City of Muskegon is dedicated to giving back to the community. We are offering grant and loan opportunities to those who have been affected by the prohibition of marihuana. This program is intended to help qualified residents with funding for education, training and business expenses.

Please complete the information below, select from the following programs on pages 2-6 and complete the information for that program. Completed applications must be turned into the Planning Department at City Hall, 933 Terrace St, Muskegon, MI 49440 or email the application to: planning@shorelinecity.com.

Please include the following documents with your application:

- For proof of residency:
  - Driver's License or State ID
- For proof of conviction, if required (one of the following):
  - Judgement of Sentence
  - Order on Application to Set Aside Conviction, if expunged
  - Other conviction documents (documents must include name and marihuana conviction)
- For Marihuana License Grant, please provide proof of Michigan Social Equity Program approval

Additional information:

- Expenses may not be incurred before the application is approved.
- Applicant is not eligible if they have any non-marihuana related felonies within the past 5 years.
- Individual applicants may not receive more than $10,000 in funding unless approved by the City Commission.

Contact Information	
Applicant Name:	
Address:	
Phone Number:	
Email:	
Signature:	Date:

For Office Use Only	
Received By:	Received Date:
Approved or Denied:	Approval/Denial Date:

Muskegon Social Equity Program
Grant & Loan Application

Education/Training Scholarship

Eligibility: Applicants must have been a resident of the City of Muskegon at least 12 months out of the past 48 months and have had a previous low-level marihuana conviction (or had a parent have a previous low-level marihuana conviction while in school) to be eligible.

Applicants may receive up to $5,000 in educational scholarships for any type of career/industry. The educational costs (i.e. tuition, job skills training) will be paid with grant funds upon completion of courses/training. Applicants attending a college or university must have filed a Free Application Federal Student Aid and received eligible federal aid, this scholarship is intended to cover a portion of the balance. The applicant must pass the course to be eligible for reimbursement.

Describe your previous low-level marihuana conviction (including date of conviction):

Name of College/University/Training Program:

Course/Training Title	Credit Hours	Cost of Tuition	Begin Date	End Date
Total Cost:				
Amount of Federal Aid:				
Total Cost after Federal Aid applied:				

Marihuana Industry Training Scholarship

Eligibility: Applicants must meet at least one of the following criteria:

- You are a current resident of the City and have been a resident for at least five cumulative years.
- You are a current resident of the City and you have had misdemeanor conviction of a marijuana-related offense (or had a parent have a previous low-level marihuana conviction while in school).
- You are a current resident of the City and you were registered as a caregiver under the MMMA for at least two years.

Applicants may receive up to $5,000 in training towards a career in the marihuana industry. Institutions providing courses will be vetted by City staff. Scholarships will either work as a reimbursement payment to the applicant or will be paid directly to the institution to cover the cost of the training up front.

If necessary, describe your previous low-level marihuana conviction (including date of conviction):

Name and Cost of Training Program:

Muskegon Social Equity Program
Grant & Loan Application

Business Start-Up Grant
Eligibility: Applicants must have had a previous low-level marihuana conviction (or had a parent have a previous low-level marihuana conviction while in school) to be eligible. Applicants may receive up to $5,000 in assistance towards hard costs (i.e. equipment, etc), soft costs (i.e. business plan development, architecture fees, engineered drawings, formative business documents, business training courses, etc.) or rental assistance associated with opening a business in the City. The grant will be paid by reimbursement after the applicant provides receipt of payment for the related costs.
Describe your previous low-level marihuana conviction (including date of conviction):
Describe your proposed business (including proposed location):
Describe the soft costs associated with opening your proposed business for which you seek to be reimbursed.

Item:	Cost:
Total Cost:	

Muskegon Social Equity Program
Grant & Loan Application

Business Start-Up Loan

Eligibility: Applicants must have been a resident of the City of Muskegon at least 12 months out of the past 48 months and have had a previous low-level marihuana conviction (or had a parent have a previous low-level marihuana conviction while in school) to be eligible.

Applicants may receive interest-free gap loans up to $25,000 to supplement traditional financing with a third party. All loans must be paid back within 60 months.

Describe your previous low-level marihuana conviction (including date of conviction):
Describe your proposed business (including proposed location):
Amount of Loan Requested (not to exceed $25,000):
Duration of Loan Requested (not to exceed 60 months):
Describe the need for funding and how the loan will be used:
This loan must be used in conjunction with traditional financing. Describe what other methods of financing are being used to fund the project.

Muskegon Social Equity Program
Grant & Loan Application

Marihuana License Grant

Eligibility: Applicants must have been a resident of the City of Muskegon at least 12 months out of the past 48 months and designated as a social equity applicant by the State of Michigan*.

Applicants may receive up to $10,000 in assistance for the fees associated with obtaining a local or state marihuana license. For local application fees, a credit will be given to the applicant, waiving the $5,000 application fee (fee waived for first year only). For State license fees, the grant will be paid by reimbursement after the applicant provides receipt of payment for the State application fee.

*To be designated as a social equity applicant by the State of Michigan (application found at www.michigan.gov), an individual must meet one of the following criteria:

- Residency – Residency in a disproportionately impacted community for at least 5 cumulative years.
- Marihuana Conviction – Conviction of a marihuana related offense.
- Caregiver Status – Registration as a primary caregiver under the Michigan Medical Marihuana Act.

Describe your previous low-level marihuana conviction (including date of conviction) or provide your designation as a social equity applicant by the State of Michigan:
Describe your proposed business (including proposed location):
Grant Amount Requested (not to exceed $10,000):
Describe the need for funding and how the grant will be used:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Roberts St Reconstruction Award
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is requesting approval of a contract with McCormick Sand, Inc. in the amount of $828,230.30 for the reconstruction of Roberts Street from Sherman to Laketon, with $372,703.64 being covered by a TEDF Category F grant from MDOT.

Detailed Summary & Background:

On November 7, 2022, Commission approved a grant agreement with MDOT that awarded up to $375,000 to the City for a Transportation Economic Development Fund (Category F) Grant, with the specific amount being 45% of the construction contract.

The City received bids on November 28, 2022, and McCormick Sand, Inc. was the low bidder at $828,230.30. The grant, at 45%, will cover $372,703.64 of the project cost, leaving $455,526.66 for the City to pay out of the highway fund. The bids came in substantially below the estimate, so this request is for over $200,000 less than was authorized at the time of the grant agreement. McCormick Sand has performed admirably for the City in the past, and staff recommends award.

Goal/Focus Area/Action Item Addressed:

Key Focus Area: Sustainability in financial practices and infrastructure.

Amount Requested: $455,546.66	Amount Budgeted: $825,000.00 Requested $ 31,880.07 Expended $793,119.93 Remaining
Fund(s) or Account(s): 202 (Major Streets)	Fund(s) or Account(s): 202 (Major Streets)

Recommended Motion: Approval of the contract with McCormick Sand, Inc. in the amount of $828,230.30 for the reconstruction of Roberts Street from Sherman to Laketon.

Approvals:				Guest(s) Invited / Presenting	
Immediate Division Head	■	Information Technology	☐	Yes	☐
Other Division Heads	☐	Communication	■	No	■

For City Clerk Use Only:

Commission Action:

BID TABULATION

City of Muskegon
Egineering Department

Project Engineer:
Date: 11/28/2022
Project Number: H92032
Project description: Roberts St, Barney to Laketon

					Engineers Estimate		McCormick Sand		K & R		Wadel Stabilization		Michigan Paving Matr	
Line Item	Pay Code	Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1100001	Mobilization, Max	LSUM	1	$ 98,100.00	$ 98,100.00	$ 55,000.00	$ 55,000.00	$ 95,000.00	$ 95,000.00	$ 75,000.00	$ 75,000.00	$ 45,000.00	$ 45,000.00
2	2030015	Sewer, Rem, Less than 24 inch	Ft	18	$ 17.50	$ 315.00	$ 70.00	$ 1,260.00	$ 10.00	$ 180.00	$ 67.00	$ 1,206.00	$ 25.00	$ 450.00
3	2040020	Curb and Gutter, Rem	Ft	729	$ 10.01	$ 7,297.29	$ 20.00	$ 14,580.00	$ 10.00	$ 7,290.00	$ 18.00	$ 13,122.00	$ 10.00	$ 7,290.00
4	2040055	Sidewalk, Rem	Syd	644	$ 12.74	$ 8,204.56	$ 10.00	$ 6,440.00	$ 8.00	$ 5,152.00	$ 14.00	$ 9,016.00	$ 20.00	$ 12,880.00
5	2057002	Machine Grading, Modified	Sta	33.12	$ 2,000.00	$ 66,240.00	$ 1,500.00	$ 49,680.00	$ 1,100.00	$ 36,432.00	$ 2,180.00	$ 72,201.60	$ 2,400.00	$ 79,488.00
6	2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	25	$ 119.87	$ 2,996.75	$ 100.00	$ 2,500.00	$ 140.00	$ 3,500.00	$ 100.00	$ 2,500.00	$ 100.00	$ 2,500.00
7	2090001	Project Cleanup	LSUM	1	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 250.00	$ 250.00	$ 1,200.00	$ 1,200.00	$ 2,200.00	$ 2,200.00
8	3062000	Driveway Maintenance, Commercial	Ea	14	$ 800.00	$ 11,200.00	$ 800.00	$ 11,200.00	$ 300.00	$ 4,200.00	$ 470.00	$ 6,580.00	$ 1,000.00	$ 14,000.00
9	3062002	Intersection Maintenance	Ea	7	$ 2,300.00	$ 16,100.00	$ 1,200.00	$ 8,400.00	$ 350.00	$ 2,450.00	$ 940.00	$ 6,580.00	$ 500.00	$ 3,500.00
10	4020602	Sewer, Cl E, 18 inch, Tr Det B	Ft	18	$ 97.89	$ 1,762.02	$ 175.00	$ 3,150.00	$ 115.00	$ 2,070.00	$ 223.00	$ 4,014.00	$ 150.00	$ 2,700.00
11	4030010	Dr Structure Cover, Type B	Ea	35	$ 522.82	$ 18,298.70	$ 500.00	$ 17,500.00	$ 700.00	$ 24,500.00	$ 500.00	$ 17,500.00	$ 900.00	$ 31,500.00
12	4030318	Dr Structure, Tap, 18 inch	Ea	2	$ 1,145.30	$ 2,290.60	$ 1,150.00	$ 2,300.00	$ 500.00	$ 1,000.00	$ 995.00	$ 1,990.00	$ 1,200.00	$ 2,400.00
13	4037001	Dr Structure Cover, Adj Add, Depth, Modified	Ft	10	$ 250.00	$ 2,500.00	$ 380.00	$ 3,800.00	$ 200.00	$ 2,000.00	$ 1,260.00	$ 12,600.00	$ 400.00	$ 4,000.00
14	4037050	Dr Structure Cover, Adj, Case 1, Modified	Ea	35	$ 700.00	$ 24,500.00	$ 1,250.00	$ 43,750.00	$ 900.00	$ 31,500.00	$ 1,645.00	$ 57,575.00	$ 650.00	$ 22,750.00
15	5010005	HMA Surface, Rem	Syd	13792	$ 6.12	$ 84,407.04	$ 1.00	$ 13,792.00	$ 2.00	$ 27,584.00	$ 3.60	$ 49,651.20	$ 2.54	$ 35,031.68
16	5010025	Hand Patching	Ton	5	$ 250.00	$ 1,250.00	$ 200.00	$ 1,000.00	$ 200.00	$ 1,000.00	$ 200.00	$ 1,000.00	$ 600.00	$ 3,000.00
17	5012025	HMA, 4EML	Ton	4863	$ 110.00	$ 534,930.00	$ 94.10	$ 457,608.30	$ 94.10	$ 457,608.30	$ 94.10	$ 457,608.30	$ 99.75	$ 485,084.25
18	8017011	Driveway, Nonreinf Conc, 8 inch, Modified	SFT	1323	$ 54.00	$ 71,442.00	$ 7.00	$ 9,261.00	$ 6.50	$ 8,599.50	$ 6.80	$ 8,996.40	$ 10.25	$ 13,560.75
19	8020038	Curb and Gutter, Conc, Det F4	Ft	690	$ 23.04	$ 15,897.60	$ 30.00	$ 20,700.00	$ 30.00	$ 20,700.00	$ 26.50	$ 18,285.00	$ 30.80	$ 21,252.00
20	8030010	Detectable Warning Surface	Ft	95	$ 38.22	$ 3,630.90	$ 35.00	$ 3,325.00	$ 35.00	$ 3,325.00	$ 35.00	$ 3,325.00	$ 60.00	$ 5,700.00
21	8030030	Curb Ramp Opening, Conc	Ft	195	$ 30.72	$ 5,990.40	$ 30.00	$ 5,850.00	$ 30.00	$ 5,850.00	$ 26.50	$ 5,167.50	$ 30.80	$ 6,006.00
22	8030044	Sidewalk, Conc, 4 inch	Sft	6464	$ 5.40	$ 34,905.60	$ 4.00	$ 25,856.00	$ 3.90	$ 25,209.60	$ 4.00	$ 25,856.00	$ 5.05	$ 32,643.20
23	8030048	Sidewalk, Conc, 8 inch	Sft	625	$ 9.50	$ 5,937.50	$ 7.00	$ 4,375.00	$ 6.50	$ 4,062.50	$ 6.00	$ 3,750.00	$ 5.05	$ 3,156.25
24	8032003	Curb Ramp, Conc, 7 inch	Sft	972	$ 12.02	$ 11,683.44	$ 6.50	$ 6,318.00	$ 7.75	$ 7,533.00	$ 6.10	$ 5,929.20	$ 9.75	$ 9,477.00
25	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	963	$ 2.32	$ 2,234.16	$ 3.00	$ 2,889.00	$ 3.00	$ 2,889.00	$ 2.75	$ 2,648.25	$ 2.75	$ 2,648.25
26	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	140	$ 10.00	$ 1,400.00	$ 7.00	$ 980.00	$ 7.00	$ 980.00	$ 6.50	$ 910.00	$ 6.50	$ 910.00
27	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	Ea	1	$ 182.02	$ 182.02	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
28	8110231	Pavt Mrkg, Waterborne, 4 inch, White	Ft	253	$ 0.12	$ 30.36	$ 1.00	$ 253.00	$ 1.00	$ 253.00	$ 1.00	$ 253.00	$ 1.00	$ 253.00
29	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	2980	$ 0.11	$ 327.80	$ 0.30	$ 894.00	$ 0.30	$ 894.00	$ 0.30	$ 894.00	$ 0.30	$ 894.00
30	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	9	$ 92.87	$ 835.83	$ 110.00	$ 990.00	$ 70.00	$ 630.00	$ 110.00	$ 990.00	$ 110.00	$ 990.00
31	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	9	$ 2.63	$ 23.67	$ 5.00	$ 45.00	$ 1.00	$ 9.00	$ 5.00	$ 45.00	$ 5.00	$ 45.00
32	8120170	Minor Traf Devices	LSUM	1	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 11,400.00	$ 11,400.00	$ 22,500.00	$ 22,500.00	$ 22,593.00	$ 22,593.00
33	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	30	$ 0.56	$ 16.80	$ 1.00	$ 30.00	$ 1.00	$ 30.00	$ 5.00	$ 150.00	$ 5.00	$ 150.00
34	8120252	Plastic Drum, Fluorescent, Furn	Ea	189	$ 23.02	$ 4,350.78	$ 24.00	$ 4,536.00	$ 10.00	$ 1,890.00	$ 24.00	$ 4,536.00	$ 24.00	$ 4,536.00
35	8120253	Plastic Drum, Fluorescent, Oper	Ea	189	$ 0.64	$ 120.96	$ 1.00	$ 189.00	$ 0.10	$ 18.90	$ 1.00	$ 189.00	$ 1.00	$ 189.00
36	8120330	Sign, Portable, Changeable Message, Furn	Ea	3	$ 1,931.19	$ 5,793.57	$ 1,700.00	$ 5,100.00	$ 1,300.00	$ 3,900.00	$ 1,700.00	$ 5,100.00	$ 1,700.00	$ 5,100.00
37	8120331	Sign, Portable, Changeable Message, Oper	Ea	3	$ 270.69	$ 812.07	$ 500.00	$ 1,500.00	$ 50.00	$ 150.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00
38	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	635	$ 3.55	$ 2,254.25	$ 3.00	$ 1,905.00	$ 3.00	$ 1,905.00	$ 3.00	$ 1,905.00	$ 3.00	$ 1,905.00
39	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	635	$ 0.65	$ 412.75	$ 1.00	$ 635.00	$ 0.10	$ 63.50	$ 1.00	$ 635.00	$ 1.00	$ 635.00
40	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	88	$ 9.90	$ 871.20	$ 7.00	$ 616.00	$ 9.00	$ 792.00	$ 7.00	$ 616.00	$ 7.00	$ 616.00
41	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	88	$ 0.41	$ 36.08	$ 1.00	$ 88.00	$ 0.10	$ 8.80	$ 1.00	$ 88.00	$ 1.00	$ 88.00
42	8120370	Traf Regulator Control	LSUM	1	$ 2,000.00	$ 2,000.00	$ 10.00	$ 10.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00	$ 13,000.00	$ 13,000.00
43	8160062	Topsoil Surface, Furn, 4 inch	Syd	625	$ 7.50	$ 4,687.50	$ 7.00	$ 4,375.00	$ 12.00	$ 7,500.00	$ 6.00	$ 3,750.00	$ 22.00	$ 13,750.00
44	8167011	Hydroseeding	Syd	625	$ 1.50	$ 937.50	$ 2.00	$ 1,250.00	$ 7.00	$ 4,375.00	$ 2.00	$ 1,250.00	$ 6.00	$ 3,750.00
45	8210001	Monument Box	Ea	1	$ 250.00	$ 250.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 950.00	$ 950.00	$ 1,100.00	$ 1,100.00
46	8210010	Monument Preservation	Ea	1	$ 800.00	$ 800.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 950.00	$ 950.00	$ 600.00	$ 600.00
47	8237050	Water Valve Box and Cover, Complete	Ea	18	300	$ 5,400.00	$ 1,150.00	$ 20,700.00	$ 750.00	$ 13,500.00	$ 1,000.00	$ 18,000.00	$ 1,250.00	$ 22,500.00
					Total:	$ 1,079,656.70		$ 828,230.30		$ 830,784.10		$ 929,862.45		$ 943,471.38

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Hartshorn Marina 2023 Rates
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking Commission approval to set the 2023 Rates for Hartshorn Municipal Marina.

Detailed Summary & Background:

Staff is proposing to set the rates at Hartshorn Marina for the 2023 season as follows, these rates are also currently under review by MDNR for their concurrence as a Grant-In-Aid Harbor which we are obligated to operate as through the 2024 boating season.

- 30 FT Slip = $2,580 (2022 Rate = $2,310)
- 40 FT Slip = $3,440 (2022 Rate = $3,080)
- 60 FT Slip = $4,620 (2022 Rate = $4,080)
- Mooring Field = $583 (2022 Rate = $583)
- Transient = Range H (2022 Rate = Range G)

This is the first fee adjustment that has been proposed since the 2019 season. The marina was closed in 2020, and the rates shown above for 2022 were also used during the 2021 season.

It should be noted that since the loss of the T-Dock and the small boat basin following the high water cycles there has been limited to no availability for transient slips. All of the 77 current slips are slated for seasonal slip holders and roughly half of the mooring field is reserved on an annual basis.

Goal/Focus Area/Action Item Addressed:

N/A

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): 594	Fund(s) or Account(s): 594

Recommended Motion: Approve the 2023 user fee rates as proposed for Hartshorn Marina provided the proposed rates are also approved by the MDNR.

Approvals:				Guest(s) Invited / Presenting
Immediate Division Head	■	Information Technology	☐	Yes ☐
Other Division Heads	■	Communication	■	

Legal Review ☐	No ■
For City Clerk Use Only: Commission Action:	

HARTSHORN MUNICIPAL MARINA 2023 SEAS

Slip Length	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6
20	**$2,200**	**$2,040**	**$1,880**	**$1,720**	**$1,540**	**$1,360**
21	$2,310	$2,142	$1,974	$1,806	$1,617	$1,428
22	$2,420	$2,244	$2,068	$1,892	$1,694	$1,496
23	$2,530	$2,346	$2,162	$1,978	$1,771	$1,564
24	$2,640	$2,448	$2,256	$2,064	$1,848	$1,632
25	**$2,750**	**$2,550**	**$2,350**	**$2,150**	**$1,925**	**$1,700**
26	$2,860	$2,652	$2,444	$2,236	$2,002	$1,768
27	$2,970	$2,754	$2,538	$2,322	$2,079	$1,836
28	$3,080	$2,856	$2,632	$2,408	$2,156	$1,904
29	$3,190	$2,958	$2,726	$2,494	$2,233	$1,972
30	**$3,300**	**$3,060**	**$2,820**	**$2,580**	**$2,310**	**$2,040**
31	$3,410	$3,162	$2,914	$2,666	$2,387	$2,108
32	$3,520	$3,264	$3,008	$2,752	$2,464	$2,176
33	$3,630	$3,366	$3,102	$2,838	$2,541	$2,244
34	$3,740	$3,468	$3,196	$2,924	$2,618	$2,312
35	**$3,850**	**$3,570**	**$3,290**	**$3,010**	**$2,695**	**$2,380**
36	$3,960	$3,672	$3,384	$3,096	$2,772	$2,448
37	$4,070	$3,774	$3,478	$3,182	$2,849	$2,516
38	$4,180	$3,876	$3,572	$3,268	$2,926	$2,584
39	$4,290	$3,978	$3,666	$3,354	$3,003	$2,652
40	**$4,400**	**$4,080**	**$3,760**	**$3,440**	**$3,080**	**$2,720**
41	$4,510	$4,182	$3,854	$3,526	$3,157	$2,788
42	$4,620	$4,284	$3,948	$3,612	$3,234	$2,856
43	$4,730	$4,386	$4,042	$3,698	$3,311	$2,924
44	$4,840	$4,488	$4,136	$3,784	$3,388	$2,992
45	**$4,950**	**$4,590**	**$4,230**	**$3,870**	**$3,465**	**$3,060**
46	$5,060	$4,692	$4,324	$3,956	$3,542	$3,128
47	$5,170	$4,794	$4,418	$4,042	$3,619	$3,196
48	$5,280	$4,896	$4,512	$4,128	$3,696	$3,264
49	$5,390	$4,998	$4,606	$4,214	$3,773	$3,332
50	**$5,500**	**$5,100**	**$4,700**	**$4,300**	**$3,850**	**$3,400**
51	$5,610	$5,202	$4,794	$4,386	$3,927	$3,468
52	$5,720	$5,304	$4,888	$4,472	$4,004	$3,536
53	$5,830	$5,406	$4,982	$4,558	$4,081	$3,604
54	$5,940	$5,508	$5,076	$4,644	$4,158	$3,672
55	**$6,050**	**$5,610**	**$5,170**	**$4,730**	**$4,235**	**$3,740**
56	$6,160	$5,712	$5,264	$4,816	$4,312	$3,808
57	$6,270	$5,814	$5,358	$4,902	$4,389	$3,876
58	$6,380	$5,916	$5,452	$4,988	$4,466	$3,944
59	$6,490	$6,018	$5,546	$5,074	$4,543	$4,012
60	**$6,600**	**$6,120**	**$5,640**	**$5,160**	**$4,620**	**$4,080**
Over 60 ft	$110/ft	$102/ft	$94/ft	$86/ft	$77/ft	$68/ft

HARTSHORN MUICIPAL MARINA 2023 TRANSIENT SLIP RATES

Boat Length	A	B	C	D	E	F	G	H	I
25	**$19**	**$22**	**$27**	**$31**	**$32**	**$37**	**$40**	**$44**	**$48**
26	$20	$23	$28	$32	$34	$38	$42	$46	$49
27	$21	$24	$29	$33	$34	$40	$43	$47	$51
28	$21	$25	$30	$35	$38	$41	$45	$49	$53
29	$22	$26	$31	$36	$39	$43	$46	$51	$55
30	**$23**	**$27**	**$32**	**$37**	**$41**	**$44**	**$48**	**$53**	**$57**
31	$24	$28	$33	$37	$42	$46	$50	$54	$59
32	$24	$29	$34	$40	$43	$47	$51	$56	$61
33	$25	$30	$35	$41	$45	$49	$53	$58	$63
34	$26	$31	$36	$42	$46	$50	$54	$60	$65
35	**$27**	**$32**	**$37**	**$43**	**$48**	**$52**	**$56**	**$61**	**$67**
36	$27	$32	$38	$45	$49	$53	$58	$63	$68
37	$28	$33	$39	$46	$50	$55	$59	$65	$70
38	$29	$34	$40	$47	$52	$56	$61	$67	$72
39	$30	$35	$41	$48	$53	$58	$62	$68	$74
40	**$30**	**$36**	**$42**	**$50**	**$54**	**$59**	**$64**	**$70**	**$76**
41	$31	$37	$43	$51	$56	$61	$66	$72	$78
42	$32	$38	$45	$52	$57	$62	$67	$74	$80
43	$33	$38	$46	$53	$58	$64	$69	$76	$82
44	$33	$40	$47	$55	$60	$65	$70	$77	$84
45	**$34**	**$41**	**$48**	**$56**	**$61**	**$67**	**$72**	**$79**	**$86**
46	$35	$41	$49	$57	$63	$68	$74	$81	$87
47	$36	$42	$50	$58	$64	$70	$75	$83	$89
48	$36	$43	$51	$60	$65	$71	$77	$84	$91
49	$37	$44	$52	$61	$67	$73	$78	$86	$93
50	**$38**	**$45**	**$53**	**$62**	**$68**	**$74**	**$80**	**$88**	**$95**
51	$39	$46	$54	$63	$69	$75	$82	$89	$97
52	$40	$47	$55	$64	$71	$77	$83	$91	$99
53	$40	$48	$56	$66	$72	$78	$85	$93	$101
54	$41	$48	$57	$67	$73	$80	$86	$95	$103
55	**$42**	**$49**	**$58**	**$68**	**$75**	**$81**	**$88**	**$96**	**$105**
56	$43	$50	$59	$69	$76	$83	$90	$98	$106
57	$43	$51	$60	$71	$78	$84	$91	$100	$108
58	$44	$52	$61	$72	$79	$86	$93	$102	$110
59	$45	$53	$63	$73	$80	$87	$94	$103	$112
60	**$46**	**$54**	**$64**	**$74**	**$82**	**$89**	**$96**	**$105**	**$114**
61	$46	$55	$65	$76	$83	$90	$98	$107	$116
62	$47	$56	$66	$77	$84	$92	$99	$109	$118
63	$48	$57	$67	$78	$86	$93	$101	$110	$120
64	$49	$58	$68	$79	$87	$95	$102	$112	$122
65	**$49**	**$59**	**$69**	**$81**	**$88**	**$96**	**$104**	**$114**	**$124**
66	$50	$59	$70	$82	$90	$98	$106	$116	$126
67	$51	$60	$71	$83	$91	$99	$107	$118	$127
68	$52	$61	$72	$84	$92	$101	$109	$119	$129
69	$52	$62	$73	$86	$94	$102	$110	$121	$131
70	**$53**	**$63**	**$74**	**$87**	**$95**	**$104**	**$112**	**$123**	**$133**
71	$54	$64	$75	$88	$97	$105	$114	$124	$135
72	$55	$65	$76	$89	$98	$107	$115	$126	$137
73	$55	$66	$77	$91	$99	$108	$117	$128	$139
74	$56	$67	$78	$92	$101	$110	$118	$130	$141
75 ft or greater	**$0.76**	**$0.90**	**$1.06**	**$1.24**	**$1.36**	**$1.48**	**$1.60**	**$1.75**	**$1.90**

2023 Transient Rates

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WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Sanitation Contract Extension
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking Commission approval to adopt a proposed 5.5 Year Extension of Sanitation Services with Republic Services, Inc. to provide Solid Waste, Recycling and Yard Waste Services for city residents.

Detailed Summary & Background:

The attached proposal from Republic Services proposed to largely extend the existing services in place. The major changes are highlighted as follows:

- 5.5 Year Extension (January 1, 2023 – June 30, 2028). Similar to previous extension terms but modified to align with the city fiscal year with a 4% rate increase on January 1 annually each year starting in 2024.

- Solid Waste cost per unit (residence) in 2023 at $12.26/Unit (2022 Rate is $11.62/Unit)

- Recycling cost per unit in 2023 is $4.78/Unit (2022 Rate is $4.50/Unit)

- Solid Waste Cost is $100/Load (2022 Rate is $10.50/Ton or roughly $125/Load)

- Offers a soft reopener clause for changes in material elements of work greater than 15% year over year.

- Provides complimentary service to several city utilized dumpsters around town that support Park and event operations

- Provides that by 2027 Republic Services will implement a tracking mechanism to record which properties are collected and which are not on a daily basis and report that out in electronic format to the City. This information can be the basis of considering an alternative funding mechanism in future extensions if there is a desire to switch to a pay per use model rather than a pay per unit model, or to explore options that further incentivize recycling similar to how Grand Rapids handles their solid waste programming.

- No change to the bulk item (pink sticker) program, or the Neighborhood Dumpster Day program. Those remain in place at the costs established in previous contracts.

The current contract is set to expire at the end of the calendar year. Staff is very satisfied with the service that Republic provides in terms of the level of support and cooperation that is involved, as well as the price per unit to deliver this service to the city.

The first full year of the program is expected to cost approximately $2.2M. The 22/23 budget includes $2.075M for Republic Services. Being that only ½ of the fiscal year will fall under this new contract we expect that the 22/23 budgeted amount will very nearly cover the cost of this increase.

Revenue to support these costs are derived from the 3 mill sanitation fee levied on all properties in the city, in addition to the Sanitation Fee charged on all water bills, and any user fees collected for bulk item stickers, etc… These revenue sources should continue to fully support the expenses of this contract with the potential need for minor annual adjustments depending on the growth of the levied millage.

Goal/Focus Area/Action Item Addressed:

Blight Cleanup / Sustainability In Financial Practices and Infrastructure

Amount Requested:	Amount Budgeted:
No Change to Budgeted Amount (22/23) $2.20M (23/24) $2.29M (24/25) $2.38M (25/26) $2.47M (26/27) $2.57M (27/28)	$2.075M (22/23) TBD (23/24, and beyond)
Fund(s) or Account(s): 101-521 (Sanitation)	Fund(s) or Account(s): 101-521 (Sanitation)

Recommended Motion: Approve the 5.5 Year contract extension for sanitation with Republic Services, Inc.

Approvals:				Guest(s) Invited / Presenting	
Immediate Division Head	■	Information Technology	☐	Yes	☐
Other Division Heads	■	Communication	■	No	■
Legal Review	■				

For City Clerk Use Only:

Commission Action:

November 29, 2022

Mr. Leo Evans
Director of Public Works
1350 East Keating Street
Muskegon, MI 49442

Dear Leo,

Republic Services is please to present you with the following contract extension, based upon our negotiations with yourself and your team:

- Contract will be for a 5-years and 6 months term beginning January 1, 2023 and running through June 30, 2028.

- City will own all solid waste containers and will purchase any containers that may be needed in the future. Republic Services will take those purchased containers and deliver and/or exchange, the existing containers as directed by the City of Muskegon.

- The agreed upon base price for the start of the new contract will be:
    - o $12.26/per unit
    - o $4.78/per unit Recycle based on current count (See Table below)

Participation # Homes	**1x/Mth Service**
1200 or less	$5.26
1200 to 2000	$5.03
2001 to 3500	$4.78
3501 to 5000	$4.46
5001 to 7000	$4.20
7001 +	$3.94

- Yard waste Disposal to be $100 per load.

All Individual Rates listed in this extension shall be adjusted as follows. January 1, 2023 rates above will be applied; 4% Increase January 1, 2024; 4% Increase January 1, 2025, 4% Increase January 1, 2026; 4% Increase January 1, 2027; 4% Increase January 1, 2028."

- In the event that one or more material elements of cost to provide Service under this Agreement experiences a year over year (YoY) change greater than 15%, Company may have a discussion with the City about increasing the Annual Rate Adjustment above the fixed rate by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services.

- The fuel recovery fee will be modified to a baseline of $4.50/gallon, with the change being modified to 1%. The city will receive a credit for fuel if price per gallon falls below $3.15. The credit would then mirror the fuel recovery fee of 1% at $.25 increments in price.

City will be serviced at no charge at the following sites for front load service:

Marsh Field	Pere Marquette Park
McCrea Field	Kruse Park
Sheldon Park	Reese Field Park
Campbell Field Park	Seyferth Park
McGraft Park	Smith Ryerson Park
Beukma Park	Muskegon DPW

DPW/ Salt Shed 30yd roll-off will be $147.34 per haul / $27.00 per ton

By January 1, 2027, Republic Services will be able to provide the city a “Service Exception Report”, that will identify residents by address that are not putting their containers out on their service day. This report will give the city insight into the number of homes that are using the service and those that are not in any given week. This information will not be used to make any adjustments to the number of “units” served during the term of this contract, but rather will be used to collect data and allow for consideration of alternative billing methods in future contracts for sanitation services. Frequency of reporting, collection software, reporting output, and other factors to be determined jointly between Republic Services and the City of Muskegon ahead of implementation.”

Republic Services would like to thank the City of Muskegon for the opportunity to service you waste removal needs. We believe that we have an excellent working relationship with the City and its residents and look forward to continuing the relationship in the future. We appreciate the opportunity to provide you with this proposal for your review and consideration.

Respectfully,

Jack Brown

Jack Brown
Municipal Relationship Manager
Republic Services

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: MCD Native Planting Project
Submitted By: Leo Evans	Department: Public Works

Brief Summary: Staff is requesting a letter of support, and commitment of matching funds to support a joint initiative with the Silversides Museum and the Muskegon Conservation District for a native planting project.

Detailed Summary & Background:

The Silversides Museum has worked with the City and the Muskegon Conservation District (MCD) to identify several areas surrounding the museum campus that they would like to see converted into native plantings. Much of the area is currently maintained as lawn and provides limited recreational/pollinator value while requiring routine maintenance to maintain. The conversion of these areas to native plantings would achieve all of goals outlined on page 3 of the 2018 Urban Pollinator Habitat Plan (attached). This area was not specifically identified in the 2018 plan, however most of the areas that were identified have already been accomplished or have run into obstacles that have prevented or delayed implementation.

The project has received a letter of support from the Silversides Museum who is currently responsible for the maintenance of a portion of the designated area, and is also supported by City staff that maintain the remainder of the area. Staff from the Silversides Museum has also engaged the Beachwood-Bluffton Neighborhood Association and has solicited a letter of support from that group. Staff from the Silversides Museum will also be engaging with the six (6) residents along Channel Drive regarding the conversion of the property across from them.

MCD is currently in the process of applying for a grant through the Wildflower Association of Michigan to partially fund this project and is seeking a formal letter of support from the City, authorization to use the property (City is the underlying land owner of all the impacted property), and a commitment of up to $4,500 in matching funds to support the invoiced implementation costs. In addition the city will provide in kind services to support the implementation should the grant be successful by assisting with yard waste removal and cleanup on the site. A majority of the work will be completed by MCD staff with assistance from volunteer groups organized through the Silversides Museum.

Though this project was not specifically identified in the initial budget drafting the expense is relatively small and staff is comfortable that it can be allocated within the existing Parks budget with minimal to no adverse impacts.

Goal/Focus Area/Action Item Addressed:

Financial Infrastructure / Sustainability / Investigate options to improve environmental sustainability for projects within the city

Amount Requested: $4,500	Amount Budgeted: $0
Fund(s) or Account(s): 101-770 (Parks Maint)	Fund(s) or Account(s): 101-770 (Parks Maint)

Recommended Motion: Authorize the DPW Director to sign the letter of support, the grant authorization and property access letter, the MCD Cooperator Agreement and commit up to $4,500 in matching funds towards the project implementation should the grant be successful.

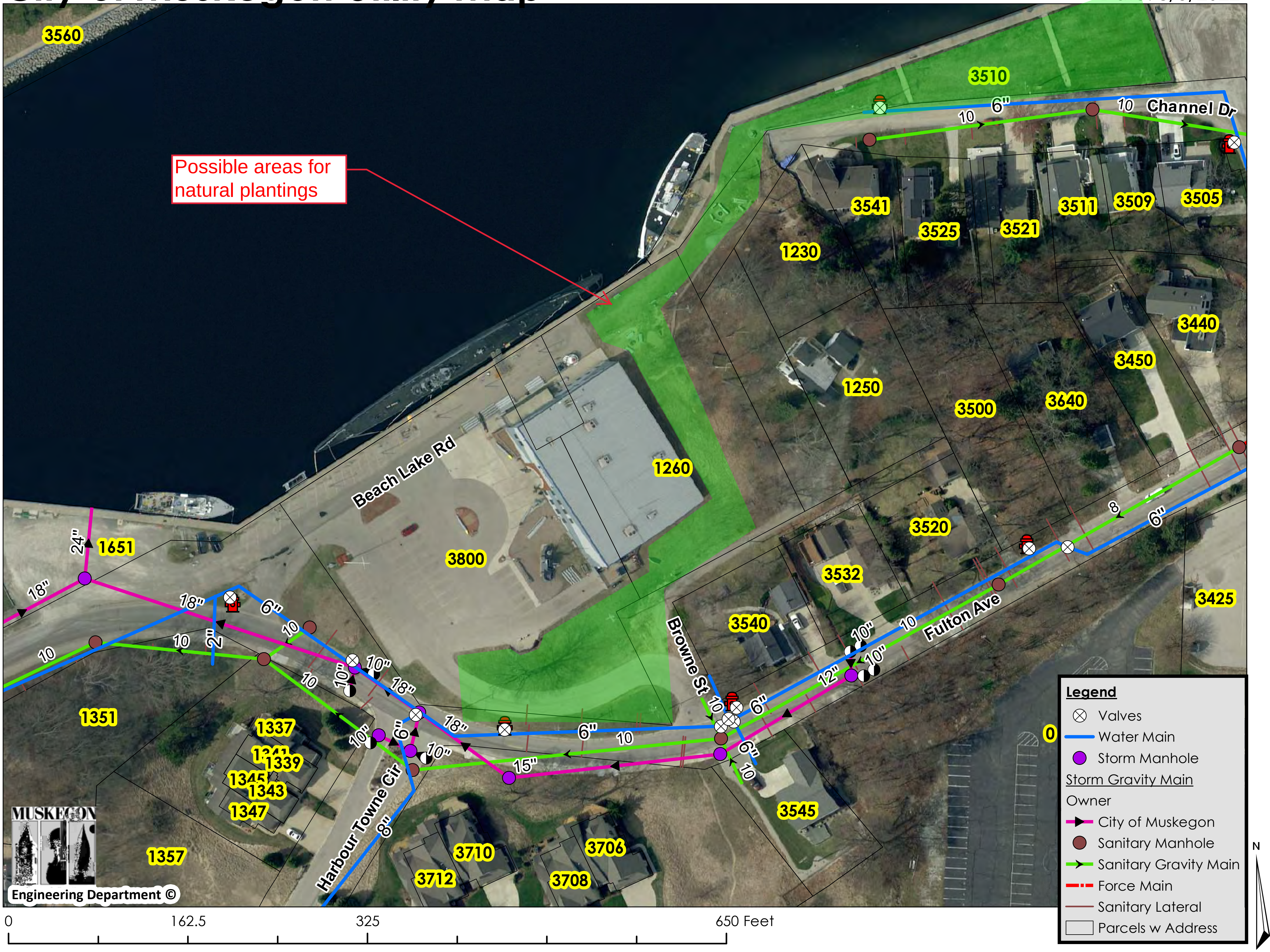
				Guest(s) Invited / Presenting	
Approvals:		Legal Review	☐		
Immediate Division Head	■	Information Technology	☐	Yes	■
Other Division Heads	■	Communication	■	No	☐

For City Clerk Use Only:

Commission Action:

City of Muskegon Utility Map

Date: 8/3/2022



Urban Pollinator Habitat

Conservation ❖ Preservation

Kevin Santos

City of Muskegon

Department of Municipal Services

❖

"That which is not good for the bee-hive cannot be good for the bees."

--Marcus Aurelius

Figure 1 Photo Credit: John R. Kelsey

Introduction: What is a pollinator?

Pollinators are generally classified as any species that facilitates sexual reproduction in plants that produce food in the form of seeds or fruit. The primary pollinators for most flowering plants are a diverse range of flying insects including bees, butterflies, moths, wasps, and beetles. Birds and bats also help facilitate sexual reproduction in plants by transferring pollen from male to female plant species, but bee species are the primary pollinators for most food crops world-wide.

Bee Species Diversity

Almost 20,000 species of bees have been identified in the world; around 8% of those produce honey. All species of North American honey-bees are non-native and require human management. Most Michigan bee species are solitary and build nests either in ground dwellings or organic material such as old raspberry canes. Increased human development and pesticide applications have negative impacts on many pollinator species, especially those in direct contact with typical urban landscape management methods.

Why do we need to conserve bees?

Bees are a "keystone" species, which means they play a critical role in the health and stability of our environment and the production of food throughout the ecosystem. They are the only group which collects pollen and nectar as their primary food source. The use of chemical pesticides and habitat destruction may be causing a decline in bee species.

Conservation and best management strategies are becoming a universal component of urban planning and habitat restoration and resiliency. Cities are increasingly turning

to alternative green space use, urban farming, and animal husbandry to help promote and preserve healthy pollinator ecology.

Objectives

Identify and develop cost effective measures to increase healthy pollinator habitat in the city of Muskegon; implement sustainable conservation techniques and environmental best management practices and strategies; increase species diversity for the environmental quality of citizens.

Goals

- Increase pollinator habitat and diversity with sustainable plantings which require minimal additional resources.
- Reduce pesticide use and minimize drift with buffering zones.
- Minimize chemical drift by creating pesticide-free buffer zones in parks and public green spaces.
- Reduce mowing and thereby save on equipment and personnel costs.
- Educate the public about the importance of pollinator habitat.

Community Engagement

Cooperation and sharing of knowledge between the city of Muskegon, community organizations, schools, and the public is critical to the development and success of restoring and maintaining pollinator habitat. One example of community engagement is the ***Grand Trunk Restoration Day*** event planned for May 18th, 2018 which will include children from local classes to help plant flowering trees and shrubs at the site and hear a brief presentation on the importance of urban pollinators.

Implementation

The following areas in the city of Muskegon are suggested, but not exclusive, for THE 2018 pollinator habitat restoration and development program: Farmer's Market

- Grand Trunk boat launch
- Hartshorn Point
- Seaway/Shoreline Drive interchange*
- Moses J. Jones Parkway*
- Ryerson Creek
- Richards Park*
- Marquette Ave terraces between US-31 and Getty

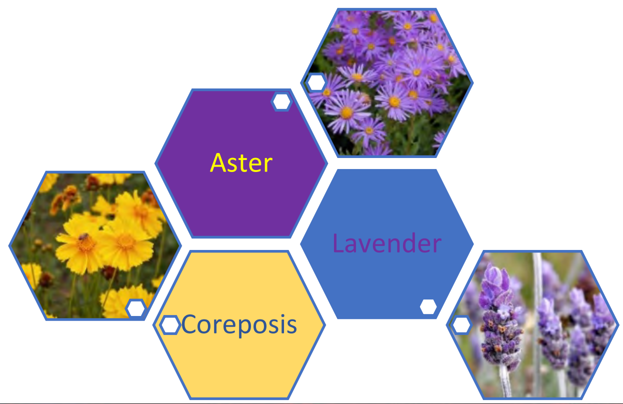
**MDOT authorization required*

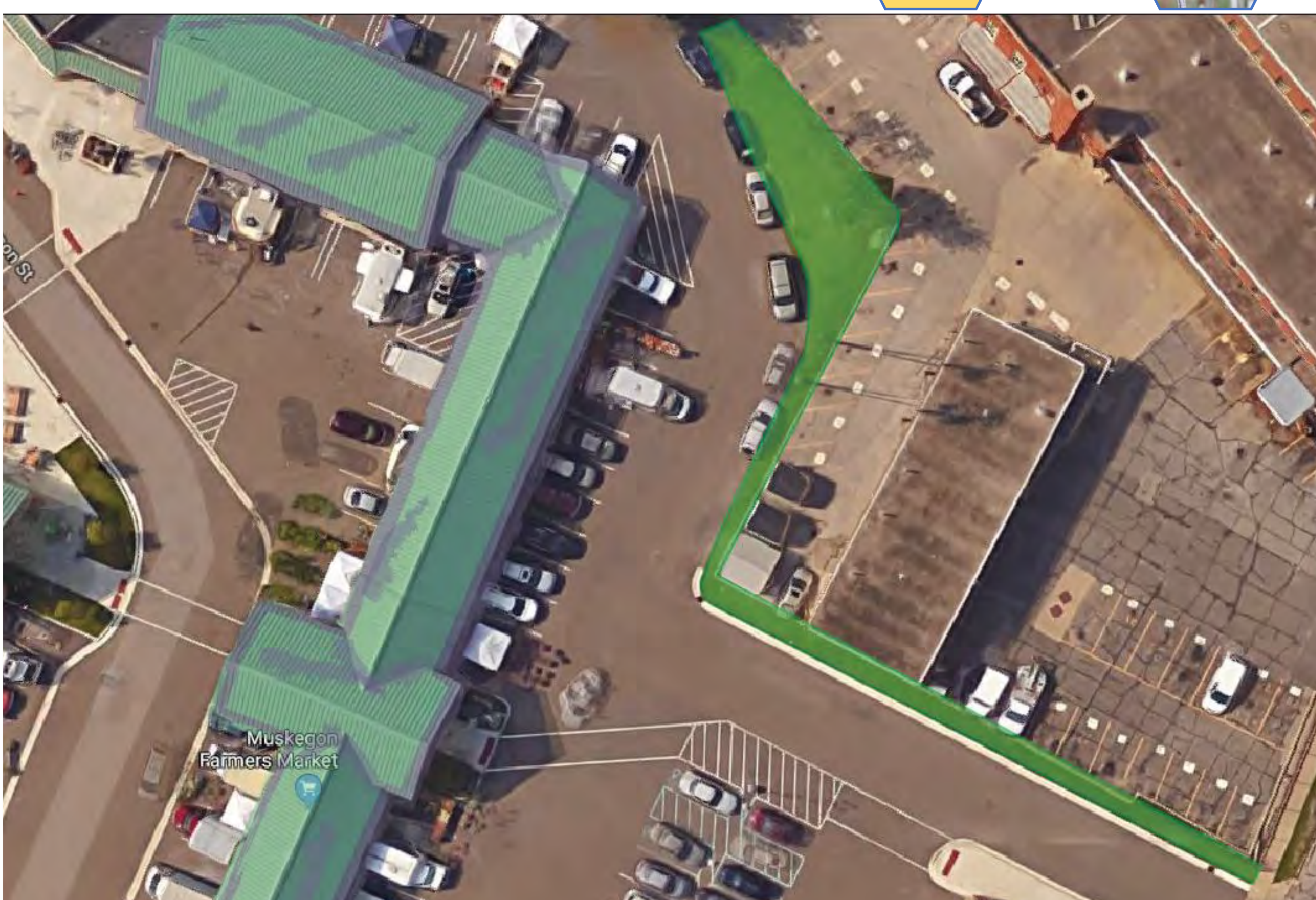
“bees are the batteries of orchards, gardens, guard them.”

— Carol Ann Duffy, *The Bees*

A small area to the west of Muskegon's premier Farmers Market is an ideal location to plant pollinator friendly perennial flowering species, including asters, lavender, and coreopsis. Some flowering trees may be planted, including apple and cherry.

Time line: Spring of 2018.





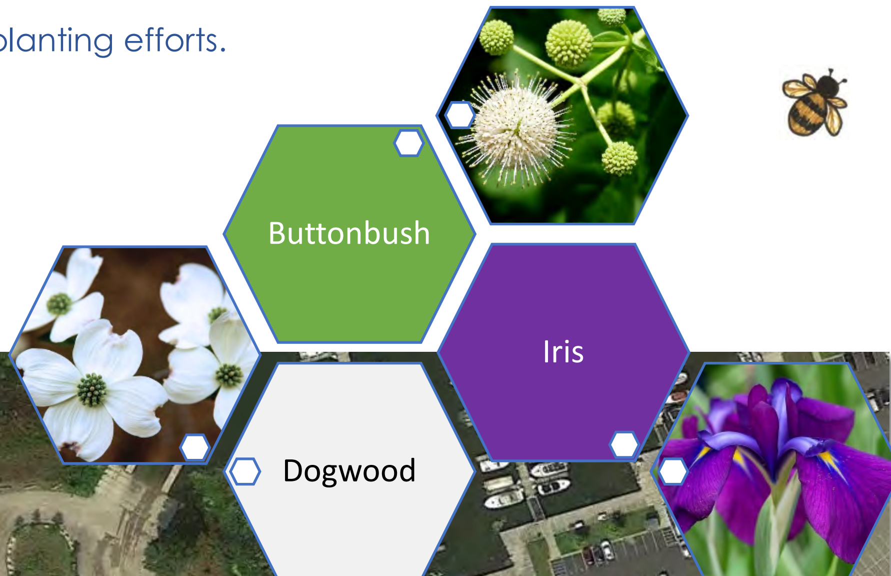
Grand Trunk Boat Launch

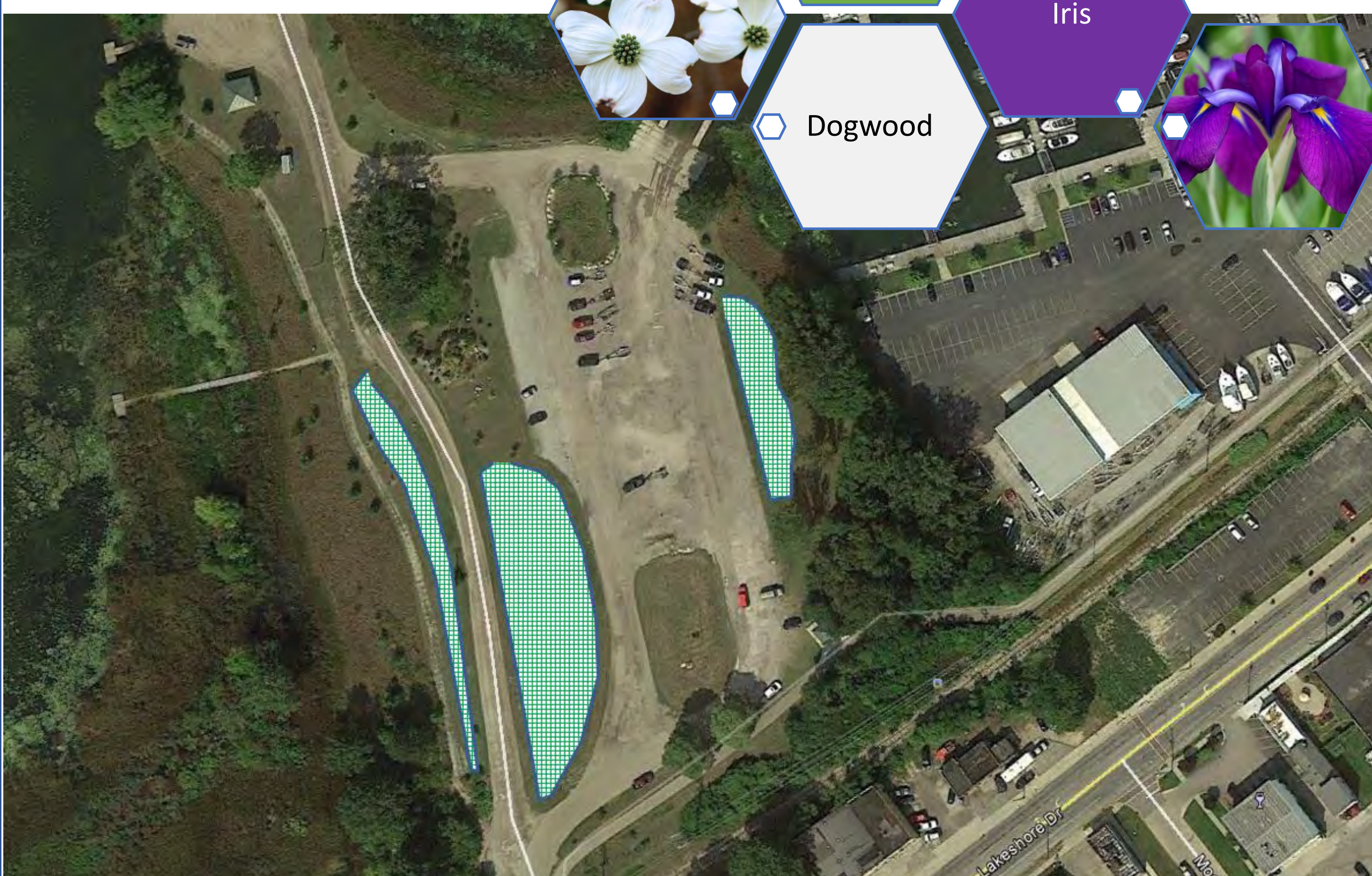
2090 Lakeshore Drive

A partnership between the City of Muskegon, West Michigan Shoreline Regional Development Commission, and the former SAPPI collective bargaining unit has helped redevelop the former industrial property into a thriving ecosystem. Additional plantings of flowering tree and shrub species, including buttonbush and dogwoods are planned for the annual Grand Trunk Restoration and Clean-up Day. Several local schools participate in the clean-up and planting efforts.

Timeline:

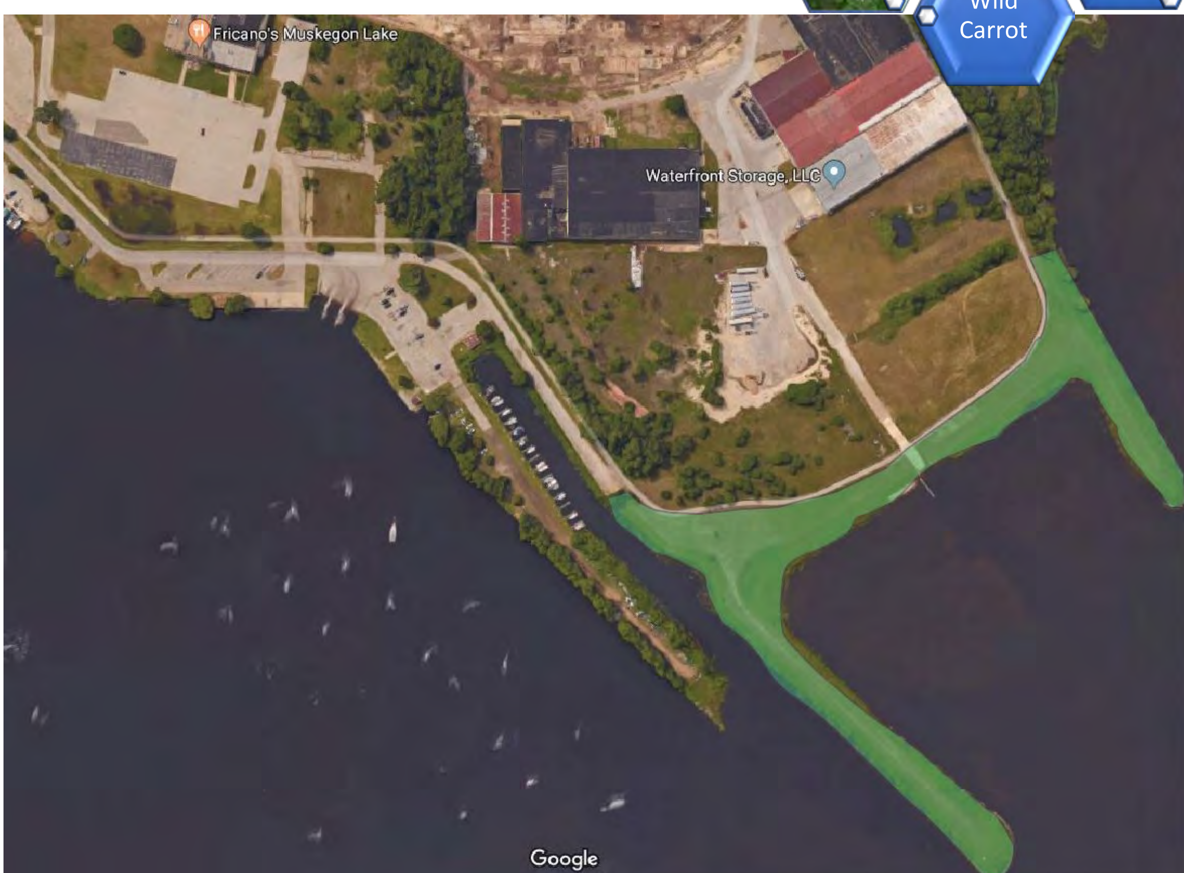
May 18, 2018





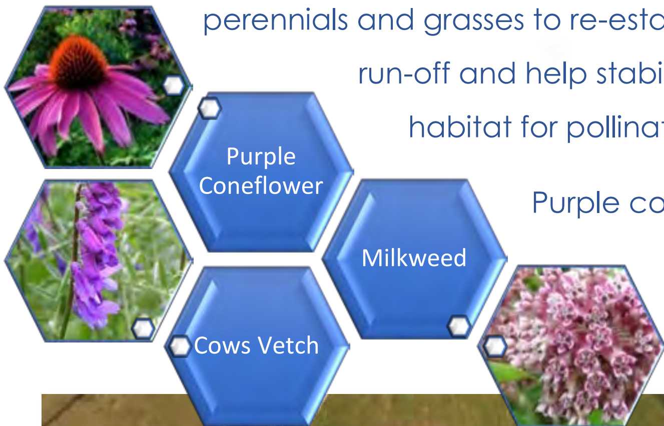
Hartshorn Point 920 W. Western Ave

Hartshorn Point is a former industrial site with a mix of public and private property. Remediation work was completed on the former West Michigan Steel property as recently as 2013, which included a 500'foot conservation easement on the far east side. The city would discontinue mowing operations except for a maintenance swath along the bike path to the eastern point for public access. Some flowering trees and shrubs, including oaks, buttonbush, and dogwoods will be planted near the eastern shoreline, and wildflowers such as lobelia, iris's, and wild carrot would be allowed to re-establish. **Timeline**: Spring/Summer 2018



Seaway/Shoreline Interchange

The city will discontinue mowing the hills near the Seaway Drive overpass at Shoreline except for a maintenance swath between the road and steep grades. Not mowing will allow native perennials and grasses to re-establish. The increased biomass will reduce storm water run-off and help stabilize the eroding hillside while creating an inviting habitat for pollinators.



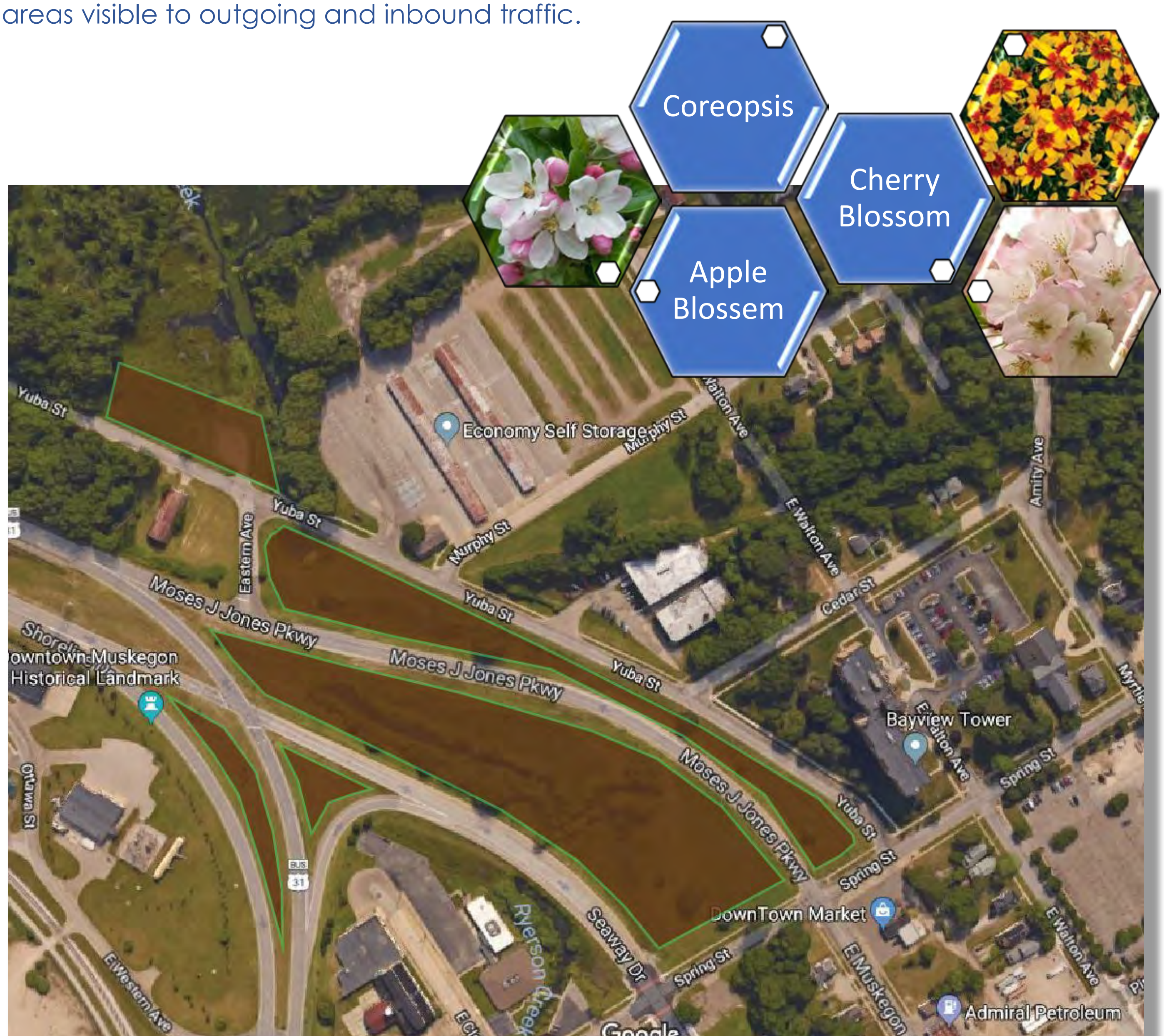
Purple coneflowers, cow's vetch, and milkweed will be introduced to the hillside.

Seaway Drive from Laketon to Sherman Boulevard

The center median of Seaway Drive between Laketon Avenue and Sherman Boulevard will continue to be mowed, as would a six-foot maintenance swath on the east and west side. Hills on either side would be untouched and allowed to return to pollinator-friendly habitat. Educational signage stating, "Pollinator Habitat Next 2/3 of a Mile" would be placed in several locations visible to oncoming traffic from the north and south.

Moses J. Jones Parkway / Ryerson Creek

These areas are combined because of their proximity to each other. The maintenance plan allows for mowing only along the roadway, allowing native flowering plants to re-establish in the defined area near Ryerson Creek and along Moses J. Jones Parkway. Flowering fruit tree such as apple and cherry, could be planted along the parameter of road. Signage indicating "Pollinator Habitat/Pesticide-Free" zone would be placed in areas visible to outgoing and inbound traffic.



Richards Park

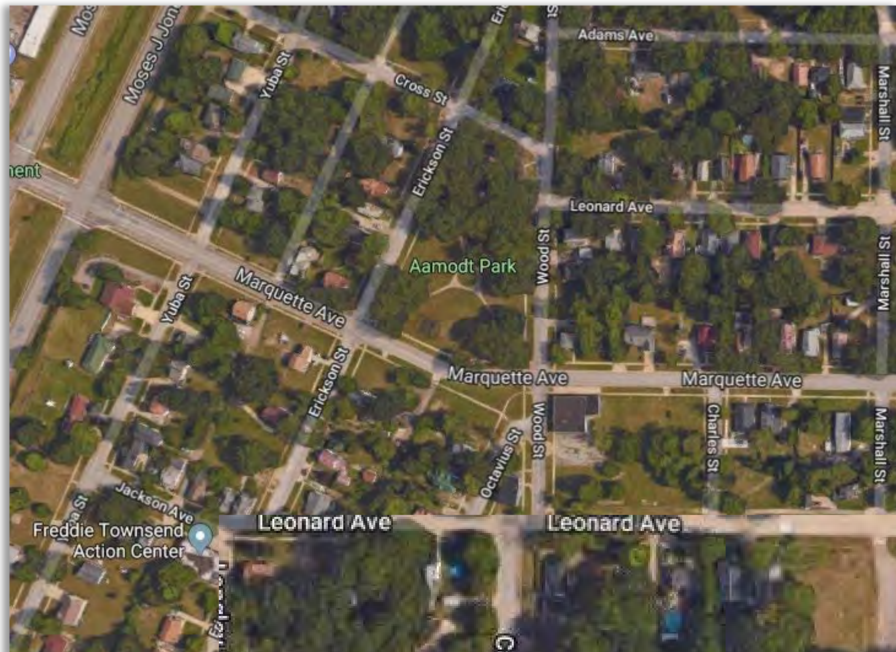
95 North Causeway

Several "Pollinator-Friendly/Pesticide-Free" zones would be created near the entrance to the park and towards the rear. A combination of native wildflower seeds, and twenty to thirty apple/cherry trees would be planted as buffer between the highway and park.

Timeline: Late Summer/Fall 2018

Marquette Ave. between US-31 and Getty Street.

Street trees were removed from the Marquette corridor in 2015 when Consumers Energy installed new power lines. The terraces on either side allow for planting flowering ornamental species such as Crabapple, Kwanzan Cherry, Thundercloud Plum, and flowering Dogwood. The city will apply for a Consumers Energy tree grant in the fall of 2018.



“Such bees! Bilbo had never seen anything like them. "If one were to sting me," He thought "I should swell up as big as I am!”

— J.R.R. Tolkien, The Hobbit

Educational Components

Signage would be placed in key locations to inform and educate the public.

Tree Species

Native species and cultivars are preferred for street and other municipal plantings and landscape projects. A variety of ornamental cultivars are often available from West Michigan nurseries, including the following nursery pollinator species sample:

Autumn Blaze Maple

Coral Burst Crabapple

Kwanzan Cherry

Don Wyman Crabapple

Fort McNair Horse Chestnut

Stellar Pink Dogwood

While local nursery stocks are preferred, quantities, availability, and price often require procurement from businesses outside the city of Muskegon.

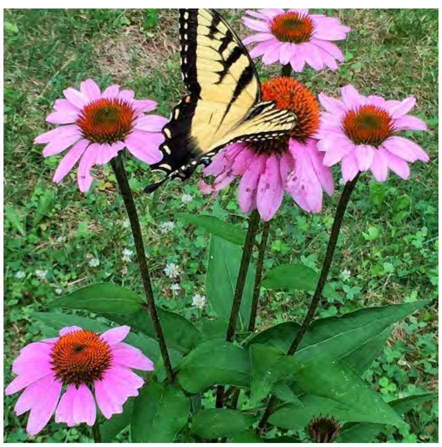
Flower / Shrub Species

Flowering plants and shrubs are selected by examining the type of soil, temperature, moisture, and light profiles of each species to determine the most optimal chances for survival with limited additional resources. Several Michigan seed and bare-root suppliers offer native species in seed mixtures to match the soil and light profiles of planting areas or geographic regions in the state. The following is a sample list of native and regional species which could be included in pollinator habitat planting projects:

Butterfly Weed, Asclepias tuberosa

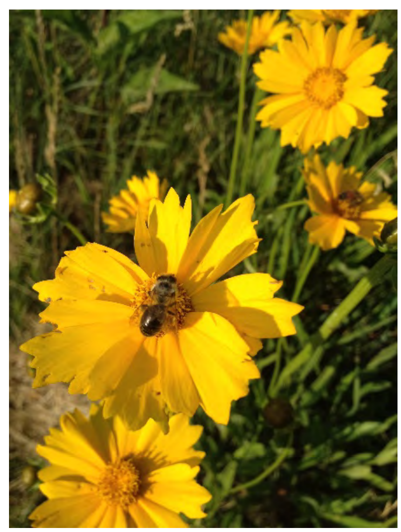
Buttonbush Cephalanthus occidentalis

Showy Goldenrod, Solidago nemoralis



Echinacea augustifolia

Silky Dogwood, Cornus amomum



Tickseed, Coreopsis lanceolata

Pollinator Habitat Budget Estimate

The 2018 budget estimate for this program was extrapolated using previous state grants and other planting projects which were accomplished using city personnel and equipment.

SALARY AND BENEFITS	-	FRINGE BENEFITS, WAGES, S/S, COMP, UNEMPLOY		120 HOURS	
		5100 TOTAL			**$3,923**
IRRIGATION SUPPLIES	-	SPRINKLERS		$100	
	-	HOSES AND STORAGE UNITS, MOBIL SPRINKLER HEADS			
	-	HARDWARE- NOZZLES, CLAMPS, POLY PIPE, PVC, RISERS,			
	-	TERRASORB HYDROGEL		$300	
	-	WATERING DEVICES		$150	
					$550
TOOLS	-	HAND SAWS, CUTTERS, PLIERS, VICE GRIPS, CHANNEL LOCKS, HAMMERS, CHISELS, DRIVERS, POWER TOOL ATTACHMENTS			
	-	SHOVELS, RAKES, WEEDING TOOLS, LOPPERS, PRUNERS		$250	
	-	SPECIALTY TOOLS, WRENCHES, SOCKETS, PULLERS		$50	
	-	Terra-Sorb HYDROGEL			
					$300
SEEDING AND PLANTING					
	-	WILD FLOWER SEED/LIVE PLANTS		$4,000	
	-	BLACK DIRT		$350	
	-	PEAT MOSS		$300	
	-	TREES		$4,780	
					$9,430
		5200 TOTAL			**$10,280**
CONTRACTUAL SERVICES	-	STAFFING THROGH TEMP SERVICE	160 HRS	$2,800	
	-	SIGNAGE		$1,500	
	-	EQUIPMENT RENTAL		$1,200	
	-				**$5,500**
VEHICLE RENTAL	-	MINI EXCAVATOR	$250		
	-	1 TON DUMP TRUCK	$584		
	-	PICKUP	$809		
		BI-WEEKLEY EXPENSE	$1,643		**$1,643**
		5300 TOTAL			***$7,143***
				TOTAL	***$21,346***

Resources

Enhancing Beneficial Insects with Native Plants Web site: www.ipm.msu.edu/plants/home.htm

Finneran, Rebecca. Gardening for Pollinators: Choosing Smart Plants to Support Pollinators. *16 Oct. 2015,* http://msue.anr.msu.edu/news/gardening_for_pollinators_choosing_smart_plants_to_support_pollinators

Identifying Natural Enemies in Crops and Landscapes. Extension bulletin E-2949. East Lansing, Mich.: Michigan State University. Shepherd, M., S.L. Buchmann, M. Vaughan and S.H. Black. 2003.

Michigan Pollinator Initiative, Michigan State University, https://pollinators.msu.edu/resources/pollinator-planting/

Michigan Recommended Native Plant Species, Ladybird Johnson Wildflower Center, Univ. of Texas/Austin, 2018, https://www.wildflower.org/plants-main

Packer, Laurence. *Keeping the Bees: Why All Bees Are at Risk and What We Can Do to Save Them.* HarperCollins, 2010.

Pollinator Conservation Handbook. Portland, Ore.: The Xerces Society.

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

December 13th, 2022

Muskegon Conservation District
c/o Chelsey Lawton
4735 Holton Road
Twin Lake, Michigan 49457

RE: Grant Authorization and Property Access

Dear Chelsey:

The City of Muskegon Commission has authorized the DPW Director to issue this authorization for the Muskegon Conservation District to apply for a grant through the Wildflower Association of Michigan on behalf of the City of Muskegon (Property Owner) for a native habitat planting grant for the property surrounding the Silversides Museum, roughly shown in the enclosed documents.

Further should the grant be successful and the project advance to implementation the City Commission authorizes the Muskegon Conservation District to enter upon the property owned by the City of Muskegon to complete the native planting project.

This project is in alignment with the goals identified in the City of Muskegon Urban Pollinator Habitat Plan and will provide an increased native perennial landscape to the area while also reducing maintenance costs. We wish you luck in the grant application process and look forward to seeing this project successfully completed in the future.

Sincerely,

Leo Evans
DPW Director – City of Muskegon
Office: 231-724-6920
Email: Leo.Evans@shorelinecity.com

CC: M. Schwemin, D. VanderHeide

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MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

December 13th, 2022

Muskegon Conservation District
c/o Chelsey Lawton
4735 Holton Rd
Twin Lake, MI 49457

RE: Silversides Native Planting – Letter of Support

Dear Chelsey,

On behalf of the City of Muskegon we are pleased to submit this letter in support of the Muskegon Conservation Districts bid for funding from the Wildflower Association of Michigan. This funding will be very helpful in the implementation of the native wildflower area that is being installed at and surrounding the Silversides Museum in Muskegon Michigan.

The City of Muskegon knows the benefits and importance of native perennial wildflowers on our ever-changing city landscape and hopes to increase educational opportunities and convince others of the importance of native landscaping through the installation of this project. This project will serve to fulfill all of the goals identified in our 2018 Urban Pollinator Habitat Plan and will provide a tremendous benefit to the City.

We look forward to this projects implementation and hope that the Wildflower Association of Michigan will be a contributor to the project's success.

Sincerely,

Leo Evans
DPW Director – City of Muskegon
Office: 231-724-6920
Email: Leo.Evans@shorelinecity.com

CC: M. Schwemin, D. VanderHeide

City of Muskegon, 933 Terrace Street, P.O. Box 536, Muskegon, MI 49443-0536
http://www.shorelinecity.com

MUSKEGON
Conservation District

Muskegon Conservation District Cooperator Agreement

Name (Last, First): ____________________________ Township & Section: ______________________

Mailing Address: __________________________ City: ________________ State: ____ Zip: ______

Treatment Address: __________________________ City: ________________ State: ____ Zip: ______

Home Phone: (____)_____________ Work Phone: (_____)______________ Email: _______________

I would like the District's assistance (member of the West Michigan CISMA) in planning, implementing, and/or maintaining my property in accordance with proper conservation practices. I understand that such help will be dependant on the services available by the District; and may have an associated cost for specific services. This agreement will stay in effect until either I or the District cancels it in writing, or until my ownership of the property ends. To facilitate implementation of conservation practices the District may view and maintain a copy of my USDA-NRCS program contracts. Signing this agreement acknowledges my ownership of the property to be treated and/or give the authorization to do so.

By signing this agreement, I am giving permission to the Muskegon Conservation District to use pesticides on my property. The District will provide notice of treatment no more than five days prior to treatment. All individuals applying pesticide for the Muskegon Conservation District are licensed through the Michigan Department of Agriculture and Rural Development and will follow all State and Federal laws as they apply to this treatment.

I am interested in cooperating with the Muskegon Conservation District or West Michigan CISMA on the following projects:

For specific projects please provide a brief description:

____ __________________
Cooperator Signature Date

The Muskegon Conservation District agrees to provide assistance for these projects.

____ __________________
Emily Grasch, Executive Director Date

MUSKEGON
Conservation District

September 9, 2022

City of Muskegon
1350 E. Keating Ave
Musekgon, MI 49442

Description of Work

1. Preparation of area to be planted including herbicide treatment and thatching to remove turf grass.
2. Preparation of soil with suggested soil amendments
3. Planting of native wildflower seed mix

This is a not-to-exceed quote that reflects the maximum cost for services rendered. The work will be begin in mid to late summer. This will include time between two spray treatments allowing for the herbicide to take full effect. Thatching and soil amendments will take place 2-3 weeks after the final spray treatment. Seeding would take place after the first hard frost in the fall and would include a mix of perennial and annual seed which will grow to be under 3ft tall. Fall is the best and most successful time frame for seeding this mix. We recommend taking a soil sample of the areas that will be planted to account for any soil amendments that may be needed. I have included the cost for this sample in the quote but have not added the cost for the amendments. Once a sample is sent in, we will determine the cost of those amendments (if any) and if you choose to accept the amendments, I will update the quote based on those recommendations. Due to the large nature of this project, MCD requires that all materials be paid for in advance.

We talked about the possibility of doing this in phases, so I have separated the quote based on that thought. Please look them over and let me know if you have any questions.

Option 1: Preparation and planting of Phases 1-3 all at once.

Staffing	$6,020.00
Mileage	$ 156.25
Materials	$2,817.34
Total	**$8,993.59**

Option 2: Preparation and planting of Phases 1-3 at separate times. This would be the cost for each individual phase. If these phases span more than one year, MCD will need to reevaluate the costs of materials before each phase is started.

Staffing	$4,795.00
Mileage	$ 156.25
Materials	$1,639.24
Total	**$6,515.49**

If you would like to proceed, I will need this quote signed and returned to me along with a cooperator agreement for herbicide treatment.

Please indicate which option you would like to proceed with _______________

_____________________________ ____________

Landowner *Date*

I approve the proposed work and give permission for Muskegon Conservation District to perform the described work on my property. I understand that the success of installations of this nature are subject to environmental and climate condition variations and that upkeep will be the responsibility of the landowner. Materials cost is due in advance. Payment is due upon receipt of invoice.

Thank you,

Chelsey Wabsis
Project Coordinator
Muskegon Conservation District
Chelsey.wabsis@macd.org

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: MDNR SPARK Grant Resolution
Submitted By: Leo Evans	Department: Public Works

Brief Summary: Staff is requesting approval of the attached resolution for inclusion with our SPARK Grant Application due on December 19th, 2022.

Detailed Summary & Background:

Staff has been working to identify a potential target project for the newly established MDNR SPARK Grant program and based on previous staff recommendation and commission action staff is working towards submitting a packet related to reconstruction of the Muskegon SplashPad.

An RFP was issued and proposals received from interested firms on Tuesday, November 29th. Staff is working to vet and shortlist the submitted proposals so they can be presented to the commission and community for feedback in help determining the best proposal for the site.

Given that the design and selection is not yet finalized at the application deadline. Staff is pursuing a grant in the amount of $250,000 and proposing that the remaining cost be provided by the city as a local match. This creates a variable match amount ranging from $23,913.00 to $218,300 depending on which design is selected to pursue.

Application packets are due on December 19th, 2022 with an expected quick turn around and announcement of the First round recipients in January 2023. If the project is not successful in the first round of funding it will be automatically enrolled for consideration in future rounds of funding.

If the project is selected for funding in the first round it is possible that construction could take place as quickly as the Spring/Summer of 2023.

Goal/Focus Area/Action Item Addressed:

Destination Community & Quality of Life / Enhanced Parks and Recreation Department and Services

Amount Requested: $23,913 – $218,300	Amount Budgeted: $0
Fund(s) or Account(s): TBD	Fund(s) or Account(s): TBD

Recommended Motion: Approve the attached resolution and authorize the Clerk to sign.

Approvals:		Legal Review	☐	Guest(s) Invited / Presenting
Immediate Division Head	■	Information Technology	☐	Yes ☐
Other Division Heads	■	Communication	■	No ■

For City Clerk Use Only:

Commission Action:

RESOLUTION OF SUPPORT AND COMMITMENT OF MATCHING FUNDS

CITY OF MUSKEGON – 2023 SPARK GRANT APPLICATION for

MUSKEGON SPLASHPAD RECONSTRUCTION

WHEREAS, City of Muskegon supports the submission of an application titled, "Muskegon Splashpad Reconstruction" to the Spark grant program for replacement of the City Splashpad located at 250 West Western Avenue and,

WHEREAS, City of Muskegon is hereby making a financial commitment to the project in the amount between $23,913.00 - $218,300.00 matching funds, in cash and/or force account; and,

NOW THEREFORE, BE IT RESOLVED that City of Muskegon hereby authorizes submission of a Spark Application for $250,000, and further resolves to make available its financial obligation amount between $23,913.00 - $218,300.00 (8.7% - 46.6%) of a total $273,913.00 - $468,300.00 project cost, during the 2022-2023 fiscal year.

AYES:

NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by Thirteenth Day of December at their regular meeting held on Tuesday, December 13th, 2022, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present.

______________________________ Dated: __________________
Ann Marie Meisch, City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Non-Union Pay/Benefits 2023
Submitted By: LeighAnn Mikesell	Department: City Manager

Brief Summary: Staff is seeking approval of the 2023 non-union employee wage and benefit program as detailed below.

Detailed Summary & Background: CPI is 8.5% this year. A review and comparison of past increases to union and non-union staff is noted below.

2021: union staff received from 1% - 3% increases with an average of 2.1%

non-union staff received 0% plus a $500 lump sum payment

2022: union staff received from 1% - 14.5% increases with an average of 4.6%

non-union staff received a 2% wage increase plus a 0.5% lump sum payment

2023: union staff will receive from 0% to 16% increases with an average of 5.6%

Between 2020 and 2023, union staff have received an average of 11.2% in wage increases while non-union staff have received 2%.

We are seeking approval of the following:

8% wage increase

Goal/Focus Area/Action Item Addressed: Modernize the recruitment strategy

Amount Requested: $3,536,331.47 ($136,258.92 increase)	Amount Budgeted: $3,400,072.55
Fund(s) or Account(s): varies	Fund(s) or Account(s): varies

Recommended Motion: to approve the 8% wage increase for non-union staff effective January 1, 2023.

Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ■

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Virtual Public Participation Policy
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: To adopt a virtual public participation policy.

Detailed Summary & Background:

The Legislative Committee requested a policy be drafted allowing citizens the ability to call in to make comment on any meeting played live on social media or television.

For any other meetings that fall under the Open Meetings Act, citizens must submit a request at least two business days in advance. A zoom link will be provided to those individuals. They will have the ability to give up to three minutes of public comment.

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion: To adopt the Virtual Public Participation Policy as presented.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.*

Immediate Division Head	■	Information Technology	☐
Other Division Heads	■	Communication	☐
Legal Review	☐		

Guest(s) Invited / Presenting

Yes	☐
No	☐

For City Clerk Use Only:

Commission Action:

Virtual Public Participation Policy

This policy sets forth instructions to give citizens the ability to participate at city meetings virtually.

For live meetings on television and/or social media, a telephone number will be assigned to give the ability for the public to call in and provide three minutes of comment.

For all other meetings subject to the Open Meetings Act, a citizen must send a request to the City Clerk's Office at least two business days in advance of the meeting. The City Clerk will provide a zoom link to each individual who requests it. Those participating by zoom will be muted until the public comment period. Information detailing how a request can be made will be placed on the City's website, meeting notice, and social media.

A staff member of the City Clerk's Office will be at all meetings requiring virtual participation unless staff indicates they do not need assistance.

Adopted this ______________________

____
Ann Marie Meisch, MMC
City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13th, 2022	Title: Conservation Easement Agreement at Remembrance Drive Site
Submitted By: Jake Eckholm	Department: Development Services

Brief Summary:

Staff is requesting that Commission authorize a conservation easement agreement between the City of Muskegon and James Street Capital, owner of the 500,000 square foot warehousing facility that is operated by KL Outdoors.

Detailed Summary & Background:

During the planning and construction of the large warehousing building in 2017 and 2018, MDEQ (now EGLE) cited a small piece of regulated wetland on the build-site. The developers at the time requested that the city consider allowing a conservation easement on an adjacent, non-buildable city-owned parcel. This was principally agreed upon by all parties as a logical solution, but never completed. The attached agreement codifies the easement and completes the wetland mitigation process for this development.

Attached in this item is the easement agreement signed by the current owners of KL Outdoor, a letter from the city manager's office allowing a mitigation study and easement due diligence on our property, and an aerial photo illustrating the impacted wetland (which is now built on) in red and the proposed easement area in blue.

Goal/Focus Area/Action Item Addressed: N/A

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

Recommended Motion: Motion to approve the Conservation Easement Agreement as presented and authorize the Mayor and Clerk to sign.

Approvals:				Guest(s) Invited / Presenting:	
Immediate Division Head	■	Information Technology	☐	Yes	☐
Other Division Heads	■	Communication	☐	No	■

For City Clerk Use Only:

Commission Action:

AGREEMENT FOR GRANT OF CONSERVATION EASEMENT

This AGREEMENT FOR GRANT OF CONSERVATION EASEMENT (this "Agreement") is entered into _____________, 2022 by and between James Street Capital Holdings of America No. 4, Inc. ("James Street"), having an address of 1790 Sun Dolphin Road, Muskegon and the City of Muskegon (the "City"), having an address of 933 Terrace Street, Muskegon, MI 49440.

RECITALS

A. 2420 Remembrance Drive LC ("Developer") applied for a permit from Michigan Department of Environment, Great Lakes and Energy ("EGLE") to authorize activities that will impact regulated wetland in connection with the development of the real property legally described on **Exhibit A** (the "Development Property").

B. EGLE issued Developer permit number WRP015306 on May 13, 2019 (the "Permit") on the condition that EGLE be granted a conservation easement (the "Easement") over, across, through and under the real property legally described on **Exhibit B** (the "Easement Premises") pursuant to the terms of an Agreement for Conservation Easement ("Easement Agreement"), a copy of which is attached as **Exhibit C**.

C. The Easement Premises is owned by the City.

D. Developer conveyed the Development Property to James Street and James Street is now the owner of the Development Property and upon EGLE's consent, will be the assignee of the Permit.

E. In order to induce the City to grant EGLE the Easement, the parties mutually agree to the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. City agrees to grant EGLE the Conservation Easement pursuant to the terms of the Easement Agreement.

2. No Alteration of Easement Premises. Except as authorized under the Permit and the Easement, James Street agrees to refrain from, and permit any other person from, altering or

developing the Easement Premises in any manner different from its current usage, as more particularly described in the Easement.

3. No Right of Possession. James Street acknowledges and agrees that the Easement does not grant or convey to James Street any right of possession or use of the Easement Premises.

4. Reimbursement of Costs. James Street agrees to reimburse the City within ten (10) days of receipt of notice for any costs incurred by the City to upkeep and maintain the Easement Premises to the extent it may be required by law or by the Easement Agreement.

5. Default and Cure. In the event James Street fails to pay or perform its obligations under the Easement Agreement within 10 days of receipt of written notice from the City, the City shall be permitted to terminate the Easement Agreement.

6. Successors and Assigns. The terms the City and James Street wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the City and its successors and assigns, and James Street and its successors and assigns.

7. Defined Terms. All capitalized terms in this Agreement not otherwise defined in this Agreement shall have the meaning set forth in the Easement Agreement.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

JAMES STREET

James Street Capital Holdings of America No. 4, Inc.

By: ______________________
Name: ROBERT FARBER
Its: President

STATE OF Florida }
} ss
COUNTY OF Miami-Dade }

The foregoing instrument was acknowledged before me this 3rd day of NOVEMBER, 2022, by ROBERT FARBER, the President of , James Street Capital Holdings of America No. 4, Inc., on behalf of the corporation.

FRANK PADRON
Commission # GG 953806
Expires March 16, 2024
Bonded Thru Budget Notary Services

NOTARY PUBLIC STATE OF FLORIDA

____
(Signature of Notary Public)

Frank Padron
(Typed or Printed name of Notary Public)

Acting in: Miami-Dade County, ~~Michigan~~ Florida

My Commission is in Miami-Dade County, ~~Michigan~~ Florida

My Commission Expires: March 16, 2024

CITY OF MUSKEGON

By:______________________________
Name:____________________________
Its:______________________________

STATE OF ____________}
} ss
COUNTY OF __________}

The foregoing instrument was acknowledged before me this ____ day of ______________, 2022, by ____________, the ______________ of the City of Muskegon, on behalf of the organization.

____
(Signature of Notary Public)

____
(Typed or Printed name of Notary Public)

Acting in: _______________County, Michigan

My Commission is in ____________________ County, Michigan

My Commission Expires: ______________________________

DRAFTED BY:
Ryan L. Warsh, Esq.
Dykema Gossett PLLC
39577 Woodward Ave., Suite 300
Bloomfield Hills, MI 48304

AFTER RECORDING, RETURN TO:
City of Muskegon
c/o Parmenter Law
PO Box 786
Muskegon, MI 49443-0786
Attn: William Meier

EXHIBIT A

DEVELOPMENT PROPERTY

EXHIBIT B

EASEMENT PREMISES

EXHIBIT A

Development Property
Parcel #61-24-134-300-0005-00 &
#61-24-134-400-0002-00

Part of the Northeast one-quarter of the Southwest one-quarter of Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, lying Northeasterly of the Michigan Shore Railroad right-of-way and that part of the Southeast one-quarter of the Southwest one-quarter of Section 34, lying Northeasterly of the Michigan Shore Railroad right-of-way.

EXCEPT COMMENCING at the Northwest corner of the Northeast one-quarter of the Southwest one-quarter of said section; thence South 89°40'45" East 200 feet along the East-West one-quarter line; thence South 36°29'57" West to a point on the West one-eighth line that is South 01°17'25" West 280 feet from the place of beginning; thence North 01°17'25" East 280 feet to the place of beginning.

ALSO EXCEPT COMMENCING at the Northwest corner of the Northeast one-quarter of the Southwest one-quarter of said section; thence South 01°17'25" West along the one-eighth line 800.68 feet for the **PLACE OF BEGINNING**; thence South 27°50'57" East 367.35 feet to the Northerly Railroad right-of-way; thence North 70°47'10" West along said right-of-way 188 feet to said one-eighth line; thence North 01°17'25" East along said one-eighth line 263.0 feet to the place of beginning. **EXCEPT** that part of the Southwest one-quarter of Section 34 described as **COMMENCING** at the West one-quarter corner of said Section 34; thence North 88°56'26" East 1525.87 feet along the East-West one-quarter line of said Section 34; thence South 35°06'29" West 81.75 feet to the **PLACE OF BEGINNING**; thence South 35°06'29" West 76.81 feet; thence North 88°55'52" East 445.50 feet; thence South 01°04'08" East 350.00 feet; thence North 88°55'52" East 768.08 feet; thence North 00°15'16" West 411.85 feet along the North-South one-quarter line of said section; thence South 88°56'26" West 1174.10 feet parallel with and 66 feet South of the East-West one-quarter line of said section to the place of beginning.

ALSO all that part of the Northwest one-quarter of the Southeast one-quarter, Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, which lies Northerly of Little Black Creek.

EXCEPT that part described as: **COMMENCING** at the East one-quarter corner of said section; thence North 89°43'20" West along the East-West one-quarter line of said section 1401.10 feet to the Southeast corner of Lot 37, Port City Industrial Center No. 3; thence South 00°36'10" West along the West line of Black Creek Road 66.67 feet to the South line of Consumers Power Company property (as described in a deed recorded in Liber 1006, Page 153) for the **PLACE OF BEGINNING**; thence North 87°13'22" West along said line 84.22 feet to a point which is 66 feet South of said East-West one-quarter; thence North 89°43'20" West parallel to said East-West one-quarter line 80.84 feet; thence South 00°36'10" West 400.00 feet; thence South 89°43'20" East 165 feet to the West line of said Black Creek Road; thence North 00°36'10" East along said West line 396.33 feet to the place of beginning.

ALSO EXCEPT the following: **RE-COMMENCING** at the Southeast corner of Lot 37, Port City Industrial Center No. 3; thence South 00°36'10" West along the West line of Black Creek Road 530 feet for the **PLACE OF BEGINNING**; thence North 89°43'20" West 140 feet; thence South 00°36'10" West 300 feet; thence South 89°43'20" East 140 feet to the West line of said Black Creek Road; thence North 00°36'10" East along said West line 300 feet to the place of beginning.

EXHIBIT B

EASEMENT PREMISES DESCRIPTION
Wetland Mitigation

Part of the Southeast one-quarter of the Southwest one-quarter of Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: **BEGINNING** on the North-South one-quarter line of said Section 34 at a point being North 00°15'23" West 1873.68 feet from the South one-quarter corner of said Section 34; thence South 75°13'48" West 10.17 feet; thence South 44°22'43" West 56.60 feet; thence South 59°39'40" West 81.43 feet; thence South 70°10'07" West 23.62 feet; thence North 53°48'57" West 37.19 feet; thence North 87°58'02" West 32.20 feet; thence South 12°57'46" West 17.69 feet; thence South 85°36'26" West 77.01 feet; thence North 78°33'50" West 74.29 feet; thence North 87°39'48" West 41.52 feet; thence North 49°13'02" West 36.25 feet; thence North 04°12'13" East 45.20 feet; thence North 46°35'48" East 22.40 feet; thence North 86°57'36" East 113.14 feet; thence South 81°39'15" East 139.96 feet; thence North 58°08'17" East 49.14 feet; thence South 52°09'21" East 20.35 feet; thence North 62°30'32" East 163.93 feet; thence South 76°04'19" East 204.80 feet; thence South 82°45'17" East 78.66 feet; thence North 88°12'46" East 94.40 feet; thence South 22°09'14" West 28.11 feet; thence South 88°37'11" East 205.51 feet; thence North 81°47'29" East 60.73 feet; thence South 11°28'24" East 53.70 feet; thence South 26°41'53" West 60.01 feet; thence South 65°21'07" West 72.60 feet; thence South 86°39'09" West 40.46 feet; thence North 20°10'24" West 25.18 feet; thence North 86°13'46" West 79.30 feet; thence North 67°54'31" West 101.46 feet; thence South 77°30'54" West 69.74 feet; thence South 87°03'08" West 34.56 feet; thence North 44°55'37" West 53.29 feet; thence North 64°55'31" West 51.47 feet; thence South 88°15'36" West 54.95 feet; thence North 52°58'18" West 73.72 feet; thence South 75°13'48" West 71.03 feet to the place of beginning.

Containing 2.3117 acres

EXHIBIT C
FORM OF CONSERVATION EASEMENT

[see attached]

AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created on ___________________, 2021, by and between the City of Muskegon (name) married/single individual[s] (*circle one*), or corporation, partnership, municipality, or limited liability company (*circle one*), whose address is 933 Terrace Street, Muskegon, MI 49440 (Grantor) and the Michigan Department of Environment, Great Lakes and Energy (EGLE), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 3rd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in the City of Muskegon, Muskegon County, and State of Michigan, legally described in Exhibit A.

The EGLE is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee (2420 Remembrance Drive LC) has applied for a Permit (EGLE Submission Number HNG-Z345-M1YCQ), pursuant to Part 303, to authorize activities that will impact regulated wetland. The EGLE evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor (on behalf of Permittee) has agreed to grant the EGLE a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 2.3117 acres. A survey map depicting the Easement Premises is attached as Exhibit C. The EGLE shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises, consistent with the Permit, and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under EGLE Permit Number WRP015306, issued on 5/13//2019 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to:

a) Alteration of the surface topography;
b) Creation of paths, trails, or roads;
c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
d) Dredging, removal or excavation of any soil or minerals;
e) Drainage of surface or groundwater;
f) Construction or placement of any structure;
g) Plowing, tilling, mowing or cultivating the soils or vegetation;
h) Alteration or removal of vegetation, including the planting of non-native species;
i) Ranching, grazing, farming;
j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an EGLE-approved Management Plan;
k) Construction of unauthorized utility or petroleum lines;
l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside the Easement Premises;
m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.

3. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species or as otherwise provided in the EGLE-approved Management Plan for the Easement Premises.

4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.

5. Grantor, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee of undertaking any mitigation activity, even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.

6. Grantor covenants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.

7. Grantor covenants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the EGLE.

8. Grantor covenants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of or deposited in or on the property.

9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.

10. Grantor shall continue to be responsible for the upkeep and maintenance of the Easement Premises to the extent it may be required by law.

11. Grantee and its authorized employees and agents, as shown in Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.

12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity, unless modified or terminated by written agreement of the parties.

13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.

14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land, in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 *et seq,* as amended.

15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.

17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.

18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.

19. This Agreement will be construed in accordance with Michigan law. All legal action related to this conservation easement must be filed and pursued in Michigan state courts.

20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

21. Within 90 days after this Agreement is executed, Grantor shall place and maintain, at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.

22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

LIST OF ATTACHED EXHIBITS

Exhibit A: A legal description of the Grantor's property, inclusive of the Easement Premises.

Exhibit B: A legal description of the Easement Premises.

Exhibit C: A survey map depicting the Easement Premises that also includes identifiable landmarks, such as nearby roads, to clearly identify the easement site.

Exhibit D: A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that EGLE staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes EGLE staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory covenants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: ______________________________

____
Type/Print Grantor's Name exactly as signed

____
Title (if signing on behalf of an organization

____
Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
} ss
COUNTY OF ________}

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of ______________, 2021

by ________________________________, (name[s]) the __________________________, (title)

of ___________________________, (Organization name) a ___________________, (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the organization.

____
(Signature of Notary Public)

____
(Typed or Printed name of Notary Public)

My commission is in: ___________________ County, Michigan

Acting in: _____________________________ County, Michigan

My Commission Expires: ___________________________

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of ______________, 20__

by ____, (name[s]) ___________________ (marital status).

____
(Signature of Notary Public)

____
(Typed or Printed name of Notary Public)

My commission is in: ___________________ County, Michigan

Acting in: _____________________________ County, Michigan

My Commission Expires: ___________________________

GRANTEE:

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION

____
Teresa Seidel, Division Director

STATE OF MICHIGAN}
} ss
COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me this _____ day of ______________, 2021, by Teresa Seidel, Division Director, Water Resources Division, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

____
(Signature of Notary Public)

____
(Typed or Printed name of Notary Public)

Acting in: Ingham County, Michigan

My Commission is in ____________________ County, Michigan

My Commission Expires: ______________________________

Form Drafted By:
The Honorable Dana Nessel,
Attorney General
Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:

Department of Environment, Great Lakes and Energy
Water Resources Division
Constitution Hall, 3rd Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958

EXHIBIT A

PROPERTY DESCRIPTION
Parcel #61-24-134-300-0005-00 &
#61-24-134-400-0002-00

Part of the Northeast one-quarter of the Southwest one-quarter of Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, lying Northeasterly of the Michigan Shore Railroad right-of-way and that part of the Southeast one-quarter of the Southwest one-quarter of Section 34, lying Northeasterly of the Michigan Shore Railroad right-of-way.

EXCEPT COMMENCING at the Northwest corner of the Northeast one-quarter of the Southwest one-quarter of said section; thence South 89°40'45" East 200 feet along the East-West one-quarter line; thence South 36°29'57" West to a point on the West one-eighth line that is South 01°17'25" West 280 feet from the place of beginning; thence North 01°17'25" East 280 feet to the place of beginning.

ALSO EXCEPT COMMENCING at the Northwest corner of the Northeast one-quarter of the Southwest one-quarter of said section; thence South 01°17'25" West along the one-eighth line 800.68 feet for the **PLACE OF BEGINNING**; thence South 27°50'57" East 367.35 feet to the Northerly Railroad right-of-way; thence North 70°47'10" West along said right-of-way 188 feet to said one-eighth line; thence North 01°17'25" East along said one-eighth line 263.0 feet to the place of beginning. **EXCEPT** that part of the Southwest one-quarter of Section 34 described as **COMMENCING** at the West one-quarter corner of said Section 34; thence North 88°56'26" East 1525.87 feet along the East-West one-quarter line of said Section 34; thence South 35°06'29" West 81.75 feet to the **PLACE OF BEGINNING**; thence South 35°06'29" West 76.81 feet; thence North 88°55'52" East 445.50 feet; thence South 01°04'08" East 350.00 feet; thence North 88°55'52" East 768.08 feet; thence North 00°15'16" West 411.85 feet along the North-South one-quarter line of said section; thence South 88°56'26" West 1174.10 feet parallel with and 66 feet South of the East-West one-quarter line of said section to the place of beginning.

ALSO all that part of the Northwest one-quarter of the Southeast one-quarter, Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, which lies Northerly of Little Black Creek.

EXCEPT that part described as: **COMMENCING** at the East one-quarter corner of said section; thence North 89°43'20" West along the East-West one-quarter line of said section 1401.10 feet to the Southeast corner of Lot 37, Port City Industrial Center No. 3; thence South 00°36'10" West along the West line of Black Creek Road 66.67 feet to the South line of Consumers Power Company property (as described in a deed recorded in Liber 1006, Page 153) for the **PLACE OF BEGINNING**; thence North 87°13'22" West along said line 84.22 feet to a point which is 66 feet South of said East-West one-quarter; thence North 89°43'20" West parallel to said East-West one-quarter line 80.84 feet; thence South 00°36'10" West 400.00 feet; thence South 89°43'20" East 165 feet to the West line of said Black Creek Road; thence North 00°36'10" East along said West line 396.33 feet to the place of beginning.

ALSO EXCEPT the following: **RE-COMMENCING** at the Southeast corner of Lot 37, Port City Industrial Center No. 3; thence South 00°36'10" West along the West line of Black Creek Road 530 feet for the **PLACE OF BEGINNING**; thence North 89°43'20" West 140 feet; thence South 00°36'10" West 300 feet; thence South 89°43'20" East 140 feet to the West line of said Black Creek Road; thence North 00°36'10" East along said West line 300 feet to the place of beginning.

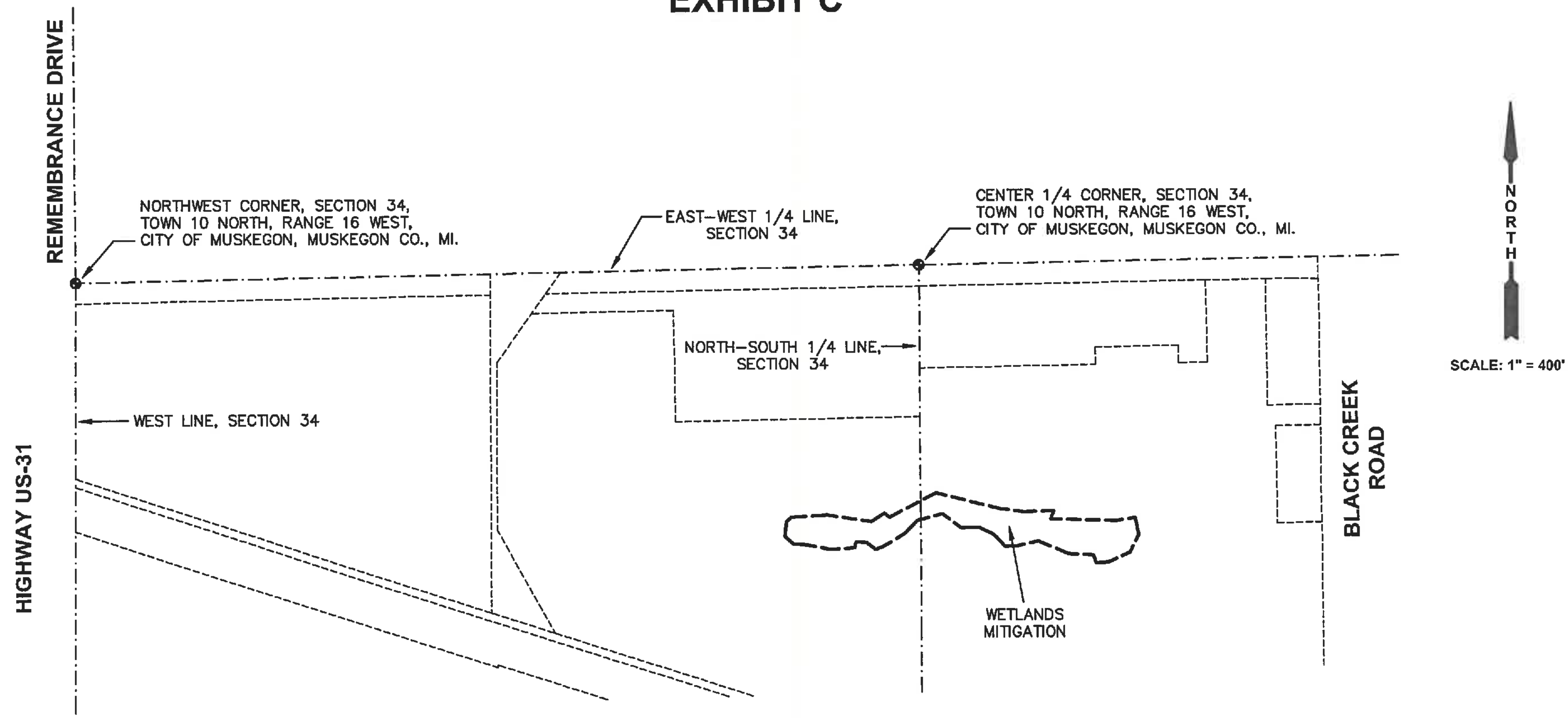
EXHIBIT B

EASEMENT PREMISES DESCRIPTION
Wetland Mitigation

Part of the Southeast one-quarter of the Southwest one-quarter of Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: **BEGINNING** on the North-South one-quarter line of said Section 34 at a point being North 00°15'23" West 1873.68 feet from the South one-quarter corner of said Section 34; thence South 75°13'48" West 10.17 feet; thence South 44°22'43" West 56.60 feet; thence South 59°39'40" West 81.43 feet; thence South 70°10'07" West 23.62 feet; thence North 53°48'57" West 37.19 feet; thence North 87°58'02" West 32.20 feet; thence South 12°57'46" West 17.69 feet; thence South 85°36'26" West 77.01 feet; thence North 78°33'50" West 74.29 feet; thence North 87°39'48" West 41.52 feet; thence North 49°13'02" West 36.25 feet; thence North 04°12'13" East 45.20 feet; thence North 46°35'48" East 22.40 feet; thence North 86°57'36" East 113.14 feet; thence South 81°39'15" East 139.96 feet; thence North 58°08'17" East 49.14 feet; thence South 52°09'21" East 20.35 feet; thence North 62°30'32" East 163.93 feet; thence South 76°04'19" East 204.80 feet; thence South 82°45'17" East 78.66 feet; thence North 88°12'46" East 94.40 feet; thence South 22°09'14" West 28.11 feet; thence South 88°37'11" East 205.51 feet; thence North 81°47'29" East 60.73 feet; thence South 11°28'24" East 53.70 feet; thence South 26°41'53" West 60.01 feet; thence South 65°21'07" West 72.60 feet; thence South 86°39'09" West 40.46 feet; thence North 20°10'24" West 25.18 feet; thence North 86°13'46" West 79.30 feet; thence North 67°54'31" West 101.46 feet; thence South 77°30'54" West 69.74 feet; thence South 87°03'08" West 34.56 feet; thence North 44°55'37" West 53.29 feet; thence North 64°55'31" West 51.47 feet; thence South 88°15'36" West 54.95 feet; thence North 52°58'18" West 73.72 feet; thence South 75°13'48" West 71.03 feet to the place of beginning.

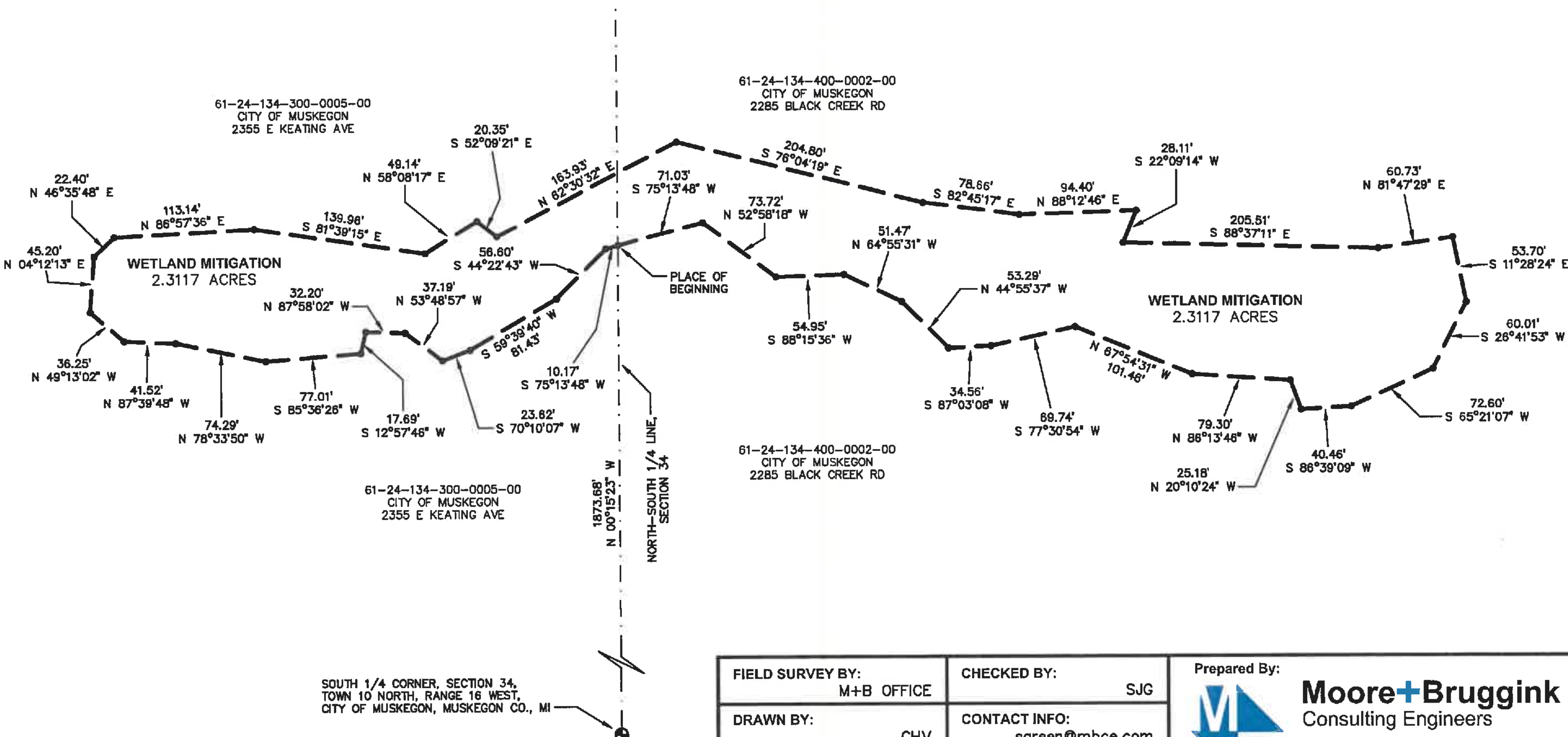
Containing 2.3117 acres

EXHIBIT C



FIELD SURVEY BY: M+B OFFICE	CHECKED BY: SJG	Prepared By:
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com	Moore+Bruggink Consulting Engineers
DATE: AUGUST 24, 2021	PROJECT NO.: 180151.1	2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com

EXHIBIT C

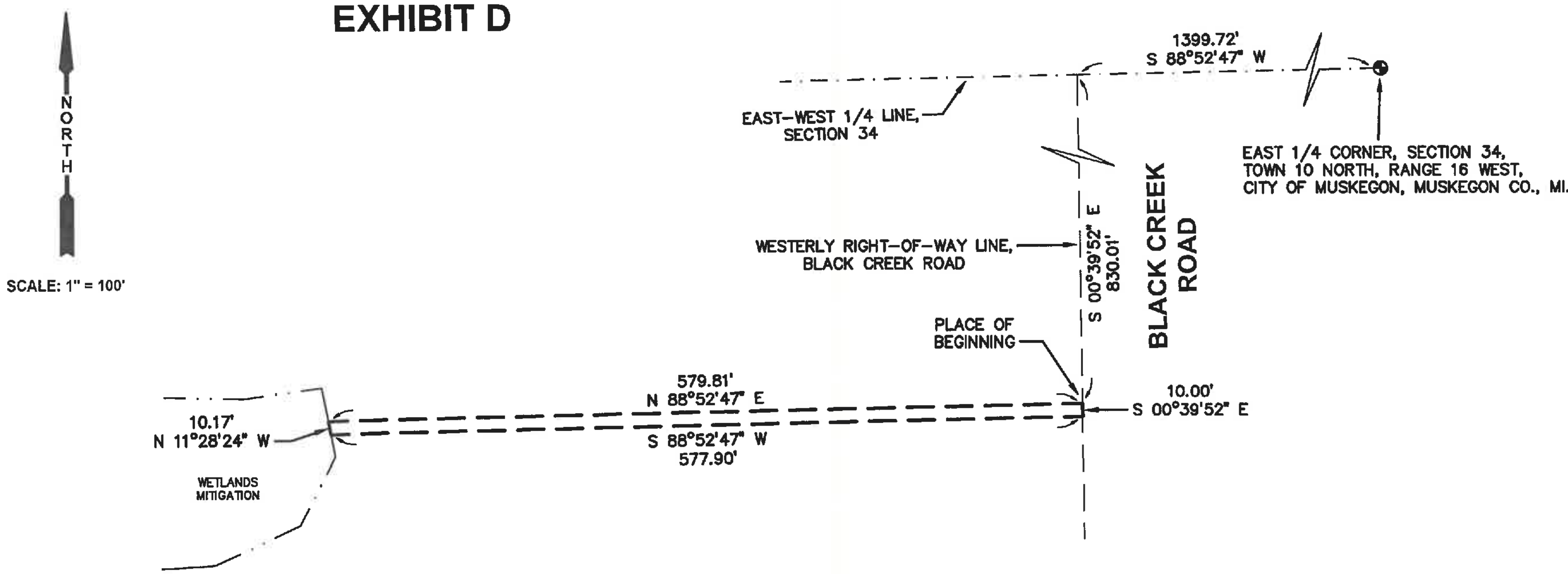


PAGE 2 OF 2

FIELD SURVEY BY: M+B OFFICE	CHECKED BY: SJG
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com
DATE: AUGUST 24, 2021	PROJECT NO.: 180151.1

Prepared By:
Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

EXHIBIT D



EASEMENT DESCRIPTION
Ingress–Egress to Wetland Mitigation

An easement for ingress–egress located in part of the Southeast one–quarter of Section 34, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, said ingress–egress easement being described as: COMMENCING at the East one–quarter corner of said Section 34; thence South 88°52'47" West 1399.72 feet along the East–West one–quarter line of said section; thence South 00°39'52" East 830.01 feet along the Westerly right–of–way line of Black Creek Road to the PLACE OF BEGINNING; thence South 00°39'52" East 10.00 feet; thence South 88°52'47" West 577.90 feet; thence North 11°28'24" West 10.17 feet; thence North 88°52'47" East 579.81 feet to the place of beginning.

FIELD SURVEY BY: M+B	CHECKED BY: SJG
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com
DATE: AUGUST 24, 2021	PROJECT NO.: 180151.1

Prepared By:
Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

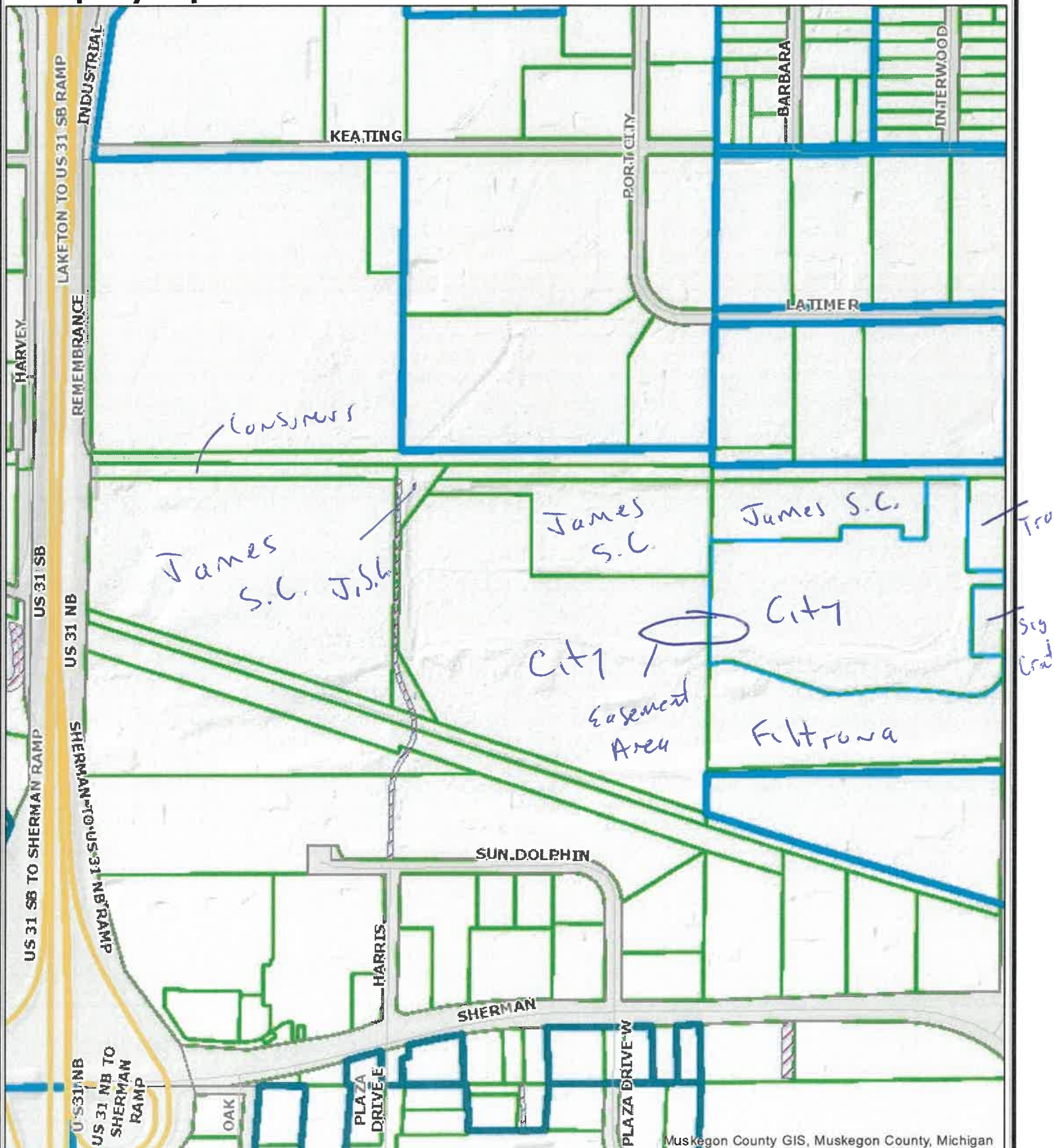
MUSKEGON COUNTY GIS

Muskegon County Property Report

Muskegon County Property Viewer Print

Report generated 8/30/2021 at 4:26:48 PM

This report has been generated from the Muskegon County GIS Property Viewer. While every effort has been made to provide accurate information, Muskegon County and Muskegon County GIS shall not be held liable for the information presented herein. All data shall be verified by the municipal assessor.



MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor
(231)724-6708
FAX (231)726-5181

Cemetery
(231)724-6783
FAX (231)726-5617

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh. Services
(231)724-6717
FAX (231)726-2501

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)724-6768

Fire Department
(231)724-6795
FAX (231)724-6985

Income Tax
(231)724-6770
FAX (231)724-6768

Info. Technology
(231)724-4126
FAX (231)722-4301

Inspection Services
(231)724-6715
FAX (231)728-4371

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290

May 14, 2018

Mr. Matt MacGregor
King & MacGregor Environmental, Inc.
2520 Woodmeadow SE
Grand Rapids, MI 49546

RE: KL Outdoor – Muskegon

Dear Mr. MacGregor:

Please be advised that as owner of the property at 2355 Keating Avenue (61-2-134-300-0005-00) and 2285 Black Creek Road (61-24-134-400-0002-00), I have no objection to the applicant, King & MacGregor Environmental, Inc. acting as their agent, making application to the Michigan Department of Environmental Quality (MDEQ) for the above-referenced project. I also have no objection to a MDEQ representative entering my property, when accompanied by a representative from KME, to evaluate site conditions or to the applicant receiving approval for a permit.

Please contact me at your convenience if you have any questions regarding this authorization.

Sincerely,

Franklin Peterson, City Manager
City of Muskegon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KL Outdoors

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: 2023 FOP Contract
Submitted By: LeighAnn Mikesell	Department: City Manager

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

Detailed Summary: City staff and Fraternal Order of Police Labor Council representatives have agreed upon new contract items that would take effect January 1, 2023. A summary of the tentative agreements and wage scale is attached, and the FOP has ratified the contract. The new wage scale provides better distribution among classifications in patrol and command over time. There is an impact to the budget with the revised wages. The formal agreement is being prepared by counsel. The new agreement is beneficial to both parties. Staff is prepared to begin implementing the provisions of the contract on January 1, 2023.

Amount Requested: $97,341.55 increase	Amount Budgeted: $9,100,000
Fund(s) or Account(s): 40301	Fund(s) or Account(s): 40301

Recommended Motion: To approve the collective bargaining agreement with the Fraternal Order of Police Labor Council as presented.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

SECTION 1 - GENERAL

In a mutually desirable effort to promote the best interests of both the City of Muskegon and the City of Muskegon Police Department, this Agreement is entered into as of January 1, 2023~~19~~, at Muskegon, Michigan between the City and the Police Command Officers, represented by the Fraternal Order of Police~~Command Officers Association of Michigan~~. Hereafter, the City of Muskegon will be referred to as the "Employer", and Fraternal Order of Police~~Command Officers Association of Michigan~~, will be referred to as the "Union". Hereafter, the police command officers employed by the Police Department of the City of Muskegon will be referred to as the "employee" or the "employees".

SECTION 2 - RECOGNITION

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

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

.2 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the police command officers, and will negotiate only with representatives thereof on the matters of rates of pay, wages, hours, and other terms and conditions of employment.

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

SECTION 3 - EMPLOYMENT SECURITY

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

SECTION 4 - REPRESENTATION

All employees who are covered by this Agreement shall be represented for the purpose of negotiation by a bargaining committee to be chosen by the employees. Employees covered by this Agreement shall be represented for the purpose of grievance procedure by one (1) Chief Steward and two (2) Shift Stewards or Alternate Stewards to be elected by the employees.

The Union shall advise the Employer in writing of the names of the persons on the bargaining committee and the name of the Chief Steward, Shift Stewards and Alternate Stewards. The Chief Steward, Shift Stewards and Alternate Stewards shall be recognized for those functions delegated them under the terms of this Collective Bargaining Agreement. The members of the bargaining committee will not be recognized beyond the area designated, or to the extent of authority delegated to them, except in emergencies, until properly authorized by the Union.

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

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

.3 The Union representatives who are employees of the Employer shall be governed by departmental rules regarding employees entering and leaving the Department. Members of the bargaining committee may leave the Department on negotiations and grievances within the bargaining unit when their arrangements are made in advance with the ~~Chief~~ Public Safety Director or designee by the Chief Steward or Shift Stewards.

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

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

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

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

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

.9 Except during the first stage (i.e., in .6 above), an employee against whom charges have been made, may be represented by a Steward, Union representative or attorney.

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

.11 Any three (3) employees elected or appointed by the ~~Command Officers Association of Michigan~~FOP as delegates to the State Command Officers Association delegates' meeting may take up to a maximum of three (3) working days with full pay during such absence, but not more than a total of nine (9) days for all such representation during one calendar year. The choice is the prerogative of the Union.

SECTION 5 - UNION SECURITY - AGENCY SHOP

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the Bargaining Unit.

Commented [LM1]: Make all language gender neutral.

SECTION 6 - DEDUCTION OF DUES (CHECKOFF)

During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union provided, however, that the Union presents to the City, authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

A. Amount of initiation fees and dues will be certified to the City by the Union.

B. Monthly agency fees, Union dues and initiation fees will be deducted by the City and transmitted to the Union as prescribed above.

Save Harmless Clause:

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

SECTION 7 - MANAGEMENT RIGHTS

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

.2 Except as otherwise provided in this Agreement:

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

.3 Transfer employees from one shift to another on a temporary basis, except to avoid the payment of overtime; transfer employees to other positions within the department; require employees to perform outside their assigned job classifications which such assignment is, in the management's judgment, advisable regardless of the availability of work in their regular classifications, but not to extend beyond sixty (60) calendar days; however, employees may be transferred from one shift to another on a temporary basis when such temporary transfer is mutually acceptable to the employee and management; require employees to give instruction or receive instruction in special training for selected employees.

.4 Effective January 1, 1998, the Civil Service policy relating to driver's licenses records and eligibility for promotion shall be effective.

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

.6 The parties recognize that the City of Muskegon Civil Service Commission may, from time to time, revise its Rules and Regulations. The Union reserves the right to file grievance as to the reasonableness of the rule in its application. Such grievance need not be filed until the rule change has been applied to a member of this unit.

.7 The Director of Public Safety retains the right to discontinue the 12-hour shift schedule and return to the 8 hour shift schedule at any time. If patrol operations revert to an 8 hour shift schedule, the parties will discontinue 12-hour shift schedule. The parties shall meet to discuss the 12-hour shift schedule when the other party requests to do so.

SECTION 8 - GRIEVANCE PROCEDURE

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

.2 Grievances will be filed ONLY as set forth in the following procedures.

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

.4 PROCEDURE:

Step 1

Within twelve (12) calendar days following the alleged violation, any employee having a grievance shall, with or without his ~~grievance~~ union steward, first contact the ~~Chief of Police~~Public Safety Director, when available.

Step 2

If such grievance cannot be resolved within three (3) ~~working~~ business days after presentation, the matter shall be reduced to writing, signed by the employee and his Steward and forwarded to the ~~Chief of Police~~Public Safety Director.

Step 3

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

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

Step 4

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

The moving party shall at that time submit a request to the Michigan Employment Relations Commission for the appointment of an arbitrator which will be selected in accordance with Michigan Employment Relations Commission procedures.

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

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

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

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

SECTION 9 - BULLETIN BOARDS

.1 The Employer shall provide space for one bulletin board in a mutually acceptable location to be used by the Union.

.2 With advance notice and consent of the ~~Chief of Police~~Public Safety Director, a room will be available for one employee unit meeting per month.

SECTION 10 - WORKING CONDITIONS

.1 If two members are agreeable, they shall be allowed to exchange shifts and days off, with the approval of the ranking officers. Acting pay provisions are not applicable to hours worked pursuant to an exchange of shifts or days.

.2 During the shift, each employee will be allowed a total of sixty (60) minutes of break time. The normal time allowed for lunch break will be thirty (30) minutes, and the normal time allowed for coffee break shall be fifteen (15) minutes each, spread out throughout the day. Employees working a 12-hour shift will be allowed an additional fifteen (15) minute break for a total of sixty (60) minutes of break time, not to be taken at one time – cannot be used at the beginning or end of the shift to shorten the work day. Any employee held over following a scheduled full shift for three (3) hours or more shall receive an additional break period of fifteen (15) minutes.

SECTION 11 - SAFETY AND HEALTH

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

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

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

SECTION 12 - NO DISCRIMINATION

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

SECTION 13 - WORKING HOURS AND SCHEDULES

.1 The normal biweekly pay period shall consist of 84 hours. For lieutenants and sergeants assigned to road patrol, the normal pay period will consist of seven (7) 12-hour shifts (Command and Patrol to work same designated shift). For specialist and the Patrol Captain, the pay period will consist of shifts varying from 8 to 12 hours configured to accomplish 84 hours per pay period. Special Units regular shift will be centered around the 8 hours (5 days a week) premise, schedule changes will be based on the operational needs of the department. The employer shall give the employees affected fifteen (15) days' notice of any change to shift hours, unless changes are mutually agreed upon. Voluntary split shifts may occur within the Specialist Divisions provided they occur within twenty-four (24) consecutive hours and only with the prior approval of the Director of Public Safety or designate.

For road patrol, the normal start time of the shifts will be 5:30 a.m. for the day shift and 5:30 p.m. for the night shift. The Employer shall have the flexibility of having start times moved between the hours of 5:00 a.m. to 8:00 a.m. for day shift and 5:00 p.m. to 8:00 p.m. for night shift. The Employer may implement an "echo" shift with a start time between the hours of 11:00 a.m. and 3:00 p.m. If there is a change in the start hours, the Employer will give the employees affected 30 days' notice.

.2 Employees will work under permanent shifts with the selection of shifts being made on a strict seniority basis within rank and division (and/or bureau). Employees shall choose their permanent shift to cover a period of one year with it being effective the first Sunday in January. This choice will be made prior to the start of the shift selected. Shift selection will be made on a basis of the most senior officer within rank and division (and/or bureau) having first choice, the next senior officer having second choice, and so on. If an officer is reassigned from one division to another, then rank seniority shall prevail for shift selection.

.3 The ~~Chief~~ Public Safety Director may assign a probationary employee to any shift for training purposes, but no employee may be reassigned from a shift to provide an opening for such probationary employee.

SECTION 14 - OVERTIME - COMPENSATORY TIME

.1 Overtime shall be paid at the rate of one and one-half times, any hours in excess of ~~their~~ a scheduled shift, or hours above the eighty-four (84) hours per paid period, except when working for another officer by agreement with that officer. The requirement to pay overtime for work in excess of the scheduled shift is not applicable when the employee is using flex time pursuant to section 14.4.

.2 The parties agree that employee training and development is mutually benefical. It is further agreed that occasional flexibility in shift schedules and regular leave days is necessary to attend training. Training that occurs during an employee's work schedule, and lasts more than six 6 hours in length (including travel time), shall count as the employee's work day. If training occurs during an employee's work shift, and is less than six (6) hours (including travel time), that employee may have to work the other shift hours as required by the employer. If training occurs while the employee is off, the City will pay overtime to the employee or grant a different day off, as agreeable to the parties. The Employer shall compensate required supervised firearms training with three (3) hours of compensatory time for each qualification session or two hours of overtime pay, with the choice being made by the employee, if an officer is required to attend off-duty. This is what the employee shall receive whether or not they are being trained under or over the three (3) hours. The Employer shall not pay more compensation if the employee fails to qualify in first session and must return to reshoot.

.3 Compensatory Time -

a. The parties agree that compensatory time has no accrual limit. ~~No member of the bargaining unit shall be allowed to accrue compensatory time hours in excess of one hundred twenty (120) compensatory time hours per bargaining unit member per calendar year.~~ Comp-time not used by December 31st of each year shall be cashed out down to forty (40) hours.

b. At the beginning of each quarter, employees may contribute any amount of time in the comp bank to the deferred compensation plan or health care savings plan. The amount to be deferred may not exceed that permitted by federal law.

.4 Non-mandatory Flex Time -

Non-road patrol command officers and the road patrol Captain may be allowed to use flex time. The use of flex time requires the consent of both the affected employee and the ~~Chief~~ Public Safety Director or designate.

.5 Field Training Compensation –

All members of the bargaining unit shall receive in the month of July an amount equal to three percent ~~one and one-half of one percent (1.5%)~~ of a ~~the one (1) year~~ sergeant's rate for performing Field Training Supervision.

.6 Overtime for Special Events

An employee may choose to be compensated either by way of payment or compensatory time when working overtime for special events.

SECTION 15 - SENIORITY

.1 There shall be two forms of seniority, date of hire into the Muskegon Police Department and classification seniority (date of last entry into a classification) and seniority shall be applied consistent with the terms of this Agreement. For the purposes of determining seniority when there is a reduction in rank, regardless of cause, seniority shall include time spent in the new classification and any higher classification.

.2 Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee.

.3 The seniority list as of the date of this Agreement will show the names and job titles of all employees in the bargaining unit and the classification seniority of each.

.4 The Employer will keep the seniority list up to date and will provide the Union with up-to-date copies at least annually.

.5 An employee shall lose his seniority for the following reasons only:

a. He quits, retires, receives a pension, or withdraws his accrued benefits.

b. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

c. He is absent for three (3) consecutive working days without proper authorization of the ~~Chief of Police~~Public Safety Director. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to obtain such authorization. After such absence, the Employer will send certified written notification to the employee at his last known address that because of his unexcused absence he has voluntarily quit and is no longer in the employ of the City.

d. If the employee does not notify the Employer within three (3) days after receipt of certified written notification to return to work after layoff, as to the date when the employee will return, which date must be within one (1) week after the delivery of such notice to his last known address. In no event shall the return to work be in excess of ten (10) days following receipt of the notification. Exceptions shall be made upon the employee producing convincing proof of his inability to return as required.

e. If an employee is laid off during the term of this Agreement for a continuous period equivalent to his departmental seniority. However, in no event will employees laid off for a continuous period in excess of five (5) years retain their seniority.

SECTION 16 - LAYOFF AND RECALL

.1 Order of Layoff.

A. No permanent or probationary employee shall be laid off from his position in this Bargaining Unit while any temporary or provisional employees are serving in the same position class in the Department.

B. Except as provided below, the layoff of probationary or permanent employees in the Bargaining Unit shall be in inverse order of seniority within each classification in which lay-offs are to occur.

.2 Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, in accordance with Civil Service rules and regulations, shall, in lieu of layoff, be demoted by seniority to a lower position in the Police Department.

.3 Notice of Layoff. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice.

.4 Recall.

A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Police Department.

Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced.

B. An employee who is laid off and exercises their bumping rights (into a lower class) shall have recall rights to his/her original classification (prior to lay off) indefinitely.

C. An employee who is laid off from the Police Department shall have recall rights for a period equal to their seniority but not to exceed a maximum of five (5) years.

SECTION 17 - CALL-IN TIME AND COURT TIME

.1 Employees shall be paid a minimum of three ~~two (2)~~ hours at time-and-one-half for reporting to duty in response to mandatory call-to-duty, or voluntary assignment between their regularly scheduled duty shifts, excepting for court appearance as provided herein. Employees shall have the option o~~i~~f taking pay or compensatory time for call-in time. ~~(See Appendix "B").~~

.2 Employees shall receive no compensation from the Employer other than their regular salary for court appearances while they are on regular duty.

.3 Off-duty appearances in the Courts will be paid at time-and-one-half rates with a minimum of three ~~two (2)~~ hours. Off-duty appearances for reporting to virtual court proceedings will be paid at time-and-one-half rates with a minimum of two hours. Court appearances less than three hours prior to ~~to~~ or subsequent to the officer's regular tour of duty will be considered as an extension of the officer's regular tour of duty and the officer will be paid for actual overtime extend~~n~~ing beyond the tour of duty. If an officer turns in properly documented subpoena denoting witness fees and mileage, with such fees to be turned over to the City, the officer shall be paid for the court appearance pursuant to the above provisions. In the event the court appearance~~s~~ is less than three hours prior or subsequent to the officer's regular tour of duty would be considered as an extension of the officer's regular tour of duty and the officer will be compensated for the actual overtime extending beyond the tour of duty. Such subpoena is to be attached to a properly filled out and authorized overtime request slip. Officers shall have the option of taking pay or compensatory time for the court time. Hours that were spent in court may be used to adjust hours for the immediate next shift that the officer is scheduled to work. The adjustment of hours shall be adjusted hour-for-hour and the officer must notify the on-duty supervisor immediately of the officer's intent to use these hours at the beginning or end of the scheduled shift. The ~~time, provided: (A) the~~ officer cannot include as court time the periods of time the courts break for meals. ~~; (B) overtime~~ Overtime ends when the officer concludes his testimony and is permitted to leave the court. ~~; (C) court appearances less than two (2) hours prior to, or subsequent to, the officer's regular tour of duty would be considered as an extension of the officer's regular tour of duty, and he will be paid for the actual overtime extending beyond the tour of duty; (D) n~~No overtime will be paid to an officer who is on sick leave during the first five (5) days of a continuous sick leave (see Appendix "C"). ~~; (E) the officer turns in a properly documented subpoena denoting witness fees and mileage, with any such fees to be turned over to the City. Such subpoena is to be attached to a properly filled out and authorized overtime request slip; (F)~~ This Section is to be governed in accordance with the clarification of same attached hereto and identified as Appendix B to this Agreement.

Commented [LM2]: This says almost exactly the same thing as the earlier sentence.

.4 An employee who is required to appear in a Court or Administrative Tribunal during his/her regularly scheduled vacation, and makes such appearance, shall be paid 1-1/2 times his/her straight time hourly rate of pay, with the two hour minimum, as set forth in Appendix B, and shall be credited with compensatory time equal to the actual time spent in court, but no less than two hours minimum, so long as vacation is drawn prior to issuance of subpoena.

SECTION 18 - VACATION

Vacation time shall be earned as follows:

Eighty four hours per year during the first six (6)years of continuous service.

One hundred thirty- two hours per year between seven (7) years and thirteen years of continuous service.

One hundred sixty-eight hours per year during each year of continuous service thereafter.

.1 Any employee of the City, other than a probationary employee, who retires, resigns or leaves the service of the Employer, shall be entitled to the pro-rated accumulated vacation time.

.2 No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.

.3 Vacation time shall be accrued as follows:

Years of Service	Vacation Hours
1-6 years	84 hours
7-13 years	132 hours
14-19 years	180 hours
20+ years	216 hours~~days shall be converted to hours. Seven (7)~~

~~hours per month of employment but not to exceed eighty four (84) hours per year during the first six (6) years of continuous service. Eleven (11) hours per month of employment but not to exceed one hundred thirt- two (132) hours per year during the next seven (7) years. Fourteen (14) hours per month of employment but not to exceed one hundred sixty-eight (168) hours per year during each continuous year of service thereafter.~~

An hour of vacation shall be cancelled for each hour an employee would have worked during his work week, and shall be paid for at the rate he would have earned for that particular hour.

Employees may draw down on their vacation bank by cashing in vacation time, 2nd pay in June, 2nd pay in January of preceding year. The employee shall be paid the employee's current hourly rate per hour of vacation. There shall not be any rollover of vacation time from year to year except for time needed for drawn week of vacation that starts in the current year and goes into the New Year. All unused time as of December 31 shall be paid to the employee at the current hourly rate of the employee for each hour of unused vacation, at the time of payout.

.4 Vacation leave shall not be cumulative, and shall be taken during the calendar year following the one in which it is earned; unless conditions render it impossible, all employees shall take their vacation.

.5 Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity of the department, shall be rescheduled or paid for at straight time as extra compensation for the period at the option of the employee. A vacation day for which extra compensation is paid shall not be rescheduled.

.6 Each division head shall arrange and post on the bulletin board a vacation schedule for that division in advance of the vacation season. Vacation selections shall be completed at the same time as the shift draw. Each shift (squad) shall have its own vacation draw. A minimum of one officer has the right to draw any open block of vacation on the officer's squad. All vacations shall be drawn by the highest rank first and then seniority. Vacation blocks shall run Monday through Sunday. A block is considered a minimum of two days drawn during the block period. ~~All vacations shall be selected within each division by classification seniority. Insofar as possible, vacations shall be scheduled for periods of at least one week.~~ No officer shall select more than two weeks during the months of June, July and August unless, after all officers have selected vacations, all available weeks are not taken during this period. Officers shall not be forced ~~ot~~to work on days off immediately preceedding or following a drawn block of vacation.

.7 In accumulating vacation leave, sick leave not exceeding one thousand fifty six (1056) hours in any one year shall be counted as time worked. Absence because of duty-connected disability shall be counted as time worked.

SECTION 19 - SICK LEAVE

Sick leave shall be accumulated at the rate of eight (8) hours per month of employment during the preceding calendar year.

.1 Sick leave time shall be accumulated at the rate of .04615 hours for each qualified hour of employment during the current calendar year. The accumulation shall not exceed 96 hours during any one calendar year. "Qualified hours of employment" shall include regularly scheduled work hours, vacation leave, sick leave, ~~holdicay~~holiday leave, personal leave, and time off due to work-related injury or illness subject to the limitations outlined below. Sick leave will accrue for overtime hours only to the extent that the employee's regularly scheduled hours are reduced by extraordinary overtime demands. Sick leave will not accrue for unpaid absences.

.2 Sick leave may be accumulated up to a maximum of one thousand fifty six (1056) hours . After an employee has accumulated one thousand fifty six (1056) hours of accrued, unused sick leave, then all additional accruals shall be paid annually on January 31 at the rate of seventy-five percent (75%) if paid to the employee or one hundred percent if deposited into the employee's section 457 account~~, health care savings plan,~~ or MESP account, but after all applicable federal, state or local taxes have been deducted. Employees with any accrued unused sick leave time may elect to cash-in any accrued unused sick leave time and be paid annually at the rate of seventy five percent (75%) if paid to the employee or one hundred percent if deposited into the employee's section 457 account or MESP account, with such payment being made consistent with the City's policy in March.

.3 A hour of sick leave shall be cancelled for each hour an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.

.4 Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave.

.5 An employee may request to anticipate sick leave during the first year of employment, which, if granted, shall be deducted from his accumulation during that year.

.6 Sick leave will be taken only for the following reasons:

(a) Any illness an employee may contract preventing him from performing normally and safely at work;

(b) Any illness from contagious disease not duty-related which could affect the health of others;

(c) Any injury or illness, whether it requires hospitalization or not, to the employee's spouse, child, or stepchild or an injury requiring hospitalization of a~~,~~ mother, father, mother-in-law or father-in-law~~, which requires the hospitalization of that individual~~. At the discretion of the Director of Public Safety, sick leave may be taken for injury/illness to other relatives of the employee. The employer may require verification of sick leave taken for these purposes;

(d) Any serious illness as evidenced by a written physician's report, to the spouse, child or stepchild of the employee which serious illness requires the employee's absence from duty. At the discretion of the Director of Public Safety, sick leave may be taken for injury/illness to other relatives of the employee. The employer may require verification of sick leave taken for these purposes;

(e) Any non-duty disability an employee may sustain, except injury sustained while in the employ of another, or an injury sustained during the commission of a felony or high court misdemeanor by the officer.

(f) The employer may require verification of sick leave taken in excess of three (3) consecutive days. This will not preclude the Employer from requesting verification of illness of less than three (3) days if the employee has shown a pattern which would indicate misuse of sick leave.

(g) Any employee who is off at the request of the Employer because of an exposure to a contagious disease which is documented from Employer's records (for example, hepatitis) shall be paid the regular salary for all lost time, without loss of sick time. This provision shall include any time off the officer is required to take due to Federal, State, or Local emergency orders or a medical directive to an individual officer due to a medically mandated reason relating to exposure to a contagious disease. Employer reserves the right to submit and receive worker's compensation benefits to reimburse the Employer its associated costs.

.7 An employee's absence from work due to duty-connected disability, for which he/she is receiving compensation, shall not be deducted from his/her sick leave unless he/she shall elect to be paid the difference between Workmen's Compensation benefits and his/her normal wage or salary, to be paid out of the operating funds of the department involved, in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave. Checks for such service-connected disability will be issued only upon receipt of a statement signed by the Employer's physician to the effect that the injured employee is unable to perform his/her regular duties or such other temporary tasks available in the framework of the City functions.

If an employee is absent from work due to duty-connected disability, for a period of one hundred eighty (180) calendar days from date of injury, said employee will continue to accrue sick leave. This provision may be extended past one hundred eighty (180) days at the discretion of the Employer.

Any employee disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon, who has exhausted their sick leave option, shall receive economic accruals as of that date, except as specifically stated in the following subparagraphs:

A. Seniority shall continue to accrue.

B. Sick leave shall not be accrued, accumulated, or paid to an employee for any time when the employee has not worked.

In no event shall any employee who has been disabled and absent from duty as a result of service-connected injury incurred in the course of employment with the City of Muskegon take vacation time off in any one year in excess of that provided for in Section 18-Vacations. Any vacation days accumulated, but not used prior to the injury in excess of the maximum under Section 18 shall be paid to the employee in the year the employee returns to duty.

.8 In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Manager may authorize an extension of leave to the extent of five (5) days for each year of service, not to exceed an additional sixty (60) working days. Provided, however, that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leave may be extended not to exceed six (6) months, instead of sixty (60) working days.

.9 No compensation for sick leave will be authorized if the employee fails to notify the department at least one-half hour before his normal starting time. After notifying their department of their need to take sick leave, employees will not be permitted to change the type of leave taken from sick leave to vacation or personal leave.

.10 Upon termination of employment under honorable conditions, accrued sick leave will be compensated at the rate of one hundred ~~seventy five~~ percent of the value of the accumulated sick leave to whatever account the employee chooses (457 account, MESP, or cash) ~~(75%) if paid to the employee or one hundred percent if deposited into the employee's section 457 account or MESP account of the value of the accumulated sick leave~~, providing the employee has worked a minimum of twelve (12) months with the Employer.

.11 ~~If an employee is absent from work due to duty-connected disability, for a period of one hundred eighty (180) calendar days from date of injury, said employee will continue to accrue sick leave. This provision may be extended past one hundred eighty (180) days at the discretion of the Employer.~~

.12 Employees who are unable to use all of their earned vacation time in a given year may elect to convert up to 120 hours of unused vacation leave to sick leave. Vacation days converted to sick leave will be treated the same as regular sick leave including the option to cash-out accumulated sick leave. All such requests for vacation conversion must be submitted in writing to the employee's department head and, subsequently, the city manager no later than December 31.

.13 Employees may not be "out of pay status". Employees who exhaust accumulated sick leave and are subsequently unable to report to work due to illness or disability will be subject to discipline under civil service rules and regulations. An employee who has been granted an approved leave of absence will be considered to be in "active pay status" for purposes of this policy.

.14 Employees may request to make voluntary contributions of accumulated sick leave to another employee in need. Such requests will be considered on a case-by-case basis by the City Manager. In the event where hourly rates of pay of the affected employees differ by 20% or more, the number of hours added to the recipient's accumulated total will be adjusted to equalize the cost to the City.

.15 Employer shall provide four weeks of paid Family Medical Leave for the birth of the Officer's child or the adoption of a dependent. This leave shall be used first, shall be consecutive weeks, and shall count towards the 12 week leave provided by the Family Medical Leave Act.

SECTION 20 - HOLIDAY PAY

.1 The Employer will recognize the following paid holidays:

New Year's Day	Independence Day
~~Labor Day~~	
Martin Luther King Jr.s Birthday	Labor Day~~Veteran's Day~~
Easter	Veteran's Day~~Thanksgiving Day~~
Memorial Day	Thanksgiving Day
~~Christmas Day~~	
Juneteenth	Christmas Day ~~Independence Day~~

.2 Effective January 1, 2019, each employee will receive forty-eight (48) hours floating holidays per year. These floating holidays shall be permitted for personal leave purposes, excluding illness, and not in conjunction with any paid holiday observed under this Agreement. The established department procedure and policy for requesting leave shall be observed for scheduling the "floating" holidays. Floating holidays must be taken within the calendar year in which earned and may not be carried over to the next succeeding calendar year.

.3 In the event that a holiday falls on a normal day off, the employee shall receive the option of either a comp day off or receiving pay. In the event that the holiday falls on what would normally be an authorized sick time, such time shall not be taken from the employee's sick leave bank, but will be construed as the employee having the holiday off. If the holiday is taken as pay, the pay shall be included in the employee's Final Average Compensation (FAC). Holidays will start with the day shift and continue for the next twenty-four (24) hours.

Employees required to work on a holiday shall be paid two and one half ~~(2) times~~ their regular hourly rate of pay for all hours worked on a holiday. In lieu of the additional holiday pay, specialist personnel (non-uniformed) and Patrol Captain, shall have the days off with pay.

In the event that a holiday falls on a normal day off, the lieutenants and sergeants assigned to road patrol shall receive twelve (12) hours of compensatory time or twelve (12) hours pay; specialist personnel (non-uniformed), shall receive either (8) hours of compensatory time or eight (8) hours pay.

In the event the holiday falls on what would be normally an authorized sick time, such time shall not be taken from the employee's sick leave bank.

.4 In lieu of the additional holiday pay, non-uniformed and specialist personnel shall have the days off with pay.

SECTION 21 - BEREAVEMENT LEAVE

In the event there is a death in the immediate family of any employee, consisting only of parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild, and the employee attends the funeral service, such employee shall be granted up to a forty eight hours for a souse, child or step-child and twenty-four (24) hour for a parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild. L~~l~~eave of absence shall be with full pay. ~~Where death occurs to the employee's spouse or child, the employee shall be granted up to a forty-two (42) hour leave of absence with full pay.~~ An employee shall be granted up to twelve (12) hours absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service; employees assigned to a special service unit shall be granted time off up to their scheduled work day. ~~*This means that a~~An employee working an 8.5 hour day would be granted any amount up to 8.5 hours to attend the funeral.

SECTION 22 - UNIFORM ALLOWANCE

Effective January 1, 1993, the following uniform and equipment provisions apply:

.1 Uniforms and equipment shall be provided as listed on Appendix E.

.2 Dry cleaning shall be provided for uniformed officers as soon as possible. Rules and procedures covering the specifications shall be provided by the ~~Chief~~Public Safety Director. The City shall designate where uniforms are to be dropped off and City shall pay such expense.

.3 The Employer shall provide a civilian clothing allowance for police personnel assigned to plain clothes tasks in the amount of $650.00 annually paid bi-weekly and subject to Rules and Regulations provided by the ~~Chief of Police~~Public Safety Director.

.4 The Employer will provide an annual dry cleaning allowance of $325.00, which shall be paid bi-weekly, for police personnel assigned to plain clothes tasks.

SECTION 23 - INSURANCE

.1 EMPLOYEE HEALTH INSURANCE, EMPLOYEES AND DEPENDENTS

.1.1 During the life of this Agreement, the employer will offer two health insurance plans to choose from to every eligible officer. The plan the officer c~~s~~hooses will also cover the officer's dependents. Each eligible officer will have an opportunity to change options at the annual enrollment period, which is held during the month of May with a June 1 effectiv~~r~~e date.

The employer will offer a HMO, with benefits subject to change by the HMO. The employer shall offer a self-funded major medical plan~~ with a lifetime medical cap of $500,000~~.

.1.2 CONTRIBUTIONS

Commented [LM3]: It would be great if we could include the charts Julie gave us.

Officers shall contribute 10 percent of the health care premium to that officer.

.1.3 CHILDREN

Dependent children required to be covered by the officer's health insurance carrier pursuant to a court order shall be enroilled in the health plan per the date required by the court, as long as the employee is eligible and has signed up for employee health insurance benefits. Dependents are eligible for health insurance until the month in which the dependent turns age 26.

.1.4 EMPLOYEE PRESCRIPTION COVERAGE

During the life of this agreement, the prescription drug co-pay for officers covered by the self-funded/master medical plan shall be $20 for generic drugs and $40 for brand name drugs. During the life of this agreement, the prescription drug co-pay for officers covered the HMO shall be the amount determined by the HMO. The drug rider shall be maintained for and on behalf of the officers within this bargaining unit and their dependents.

.2 RETIREE ~~EHALTH~~HEALTH INSURANCE

.2.1 COVERAGE

The employer shall offer a health plan for all retirees, spouses and dependents. Spouses and dependents must be covered under the active employee healthinsurance plan at the time of retirement to be eligible for retiree coverage. Retirees and spouses are eligible for retiree health insurance coverage until they reach ag~~er~~ 65. Dependents are eligible coverage until the end of the month in which they turn age 26.

.2.2 BENEFITS

Retirees, their eligib~~n~~le spouses, and eligible dependents shall have a deductible of $100 per individual, not to exceed $300. Retirees, their eligibnle spouses, and eligible dependents shall have a co-insurance of 80%/20%, to a maximum of $500 per individual not to exceed $1,000. Prescriptions shall be covered by the master medical and not a separate prescription coverage ~~a~~or card. For further details see the Benefit Summary.

.2.3 DEFERRED RETIREMENT

Officers who leave employment with the employer after 10 years of employment but prior to being eligible for full retirement shall be eligible for retiree health insurance upon becoming eligible for retirement benefits, including the officer's spouse and dependents so long as the spouse and dependents are covered by the cmployer's health insurance when the officer left employment. The benefit provided shall be 50% of that provided for a retiree if the officer worked for the employer 10 yearsd to 14 years, 75% if the officer worked for theemployer for 15 to 19 years, and 100% if the officer worked for the employer 20 or more years.

Commented [LM4]: I'm not sure if this is correct. I don't see it in Julie's notes.

.3 EMPLOYEE LIFE INSURANCE

During the life of this agreement, the employer will provide and pay for a term life insurance policy with a face amount equal to the officer's straight time annual salary, so long as the officer is eligible for coverage and is employed by the city.

.4 EMPLOYEE DENTAL AND VISION INSURACNE

During the life of this agreement, the employer will provide and pay for a dental and vision plan for all eligible officers and their dependents.

.5 EMPLOYER PROFESSIONAL LIABILITY INSURANCE

During the life of this agreement, the employer will provide and pay for police professional liability insurance for and on behalf of each officer covered by this agreement. The limits of liability shall be $250,000 for each officer and $500,000 for each incident.

.6 RETIREE HEALTH CARE BENEFITS

An officer, who is eligible to retiree healthcare benefits, that elects to take a deferred retirement shall be eligible for healthcare benefits at age 50 provided the officer has a minimum of 20 years of service with the Muskegon Police Department. If an officer who is eleigible for retiree healthcare benefits has served 25 yor more years with the Muskegon Police Department (not including purchased service time), the officer shall be eleigible for healthcare benefits at the time the officer elects to take a deferred retirement. Should an officer take a deferred retirement before reaching 20 years of service, the officer shall collec their earned retirement benefit at age 55.

Commented [LM5]: Should this paragraph replace 2.3 above?

~~.1 EMPLOYEE HEALTH INSURANCE.~~

~~.1.1 The Employer has in effect, covering each of the employees covered by this Agreement and his/her dependents, a group hospital-medical insurance and major-medical plan administered by a health care administrator. During the life of this Agreement, the same insurance, or insurance comparable to that in effect as of January 1, 1989, will be maintained by the Employer on behalf of each employee and his/her dependents, except as modified herein. Effective January 1, 2010, the major medical cap shall be eliminated.~~

~~.1.2 Effective January 1, 2010, the employee's premium co-pay shall be $20 bi-weekly. Effective January 1, 2013 the employee's premium co-pay shall be ten percent (10%) of the total health insurance premium.~~

~~.1.3 The Employer also has offered to each employee Health Maintenance Organization Coverage. During the life of the agreement Health Maintenance Organization Coverage shall be offered to each employee on an annual basis. The Health Maintenance Organization's benefits are not within the control of the employer and, as such, subject to change by the Health Maintenance Organization.~~

~~1.4 Children required to be supported by the employee by a court order covering the employee are included as dependents under the health care plan regardless of residence of the said child.~~

~~.1.5 The City shall pay the Health Reimbursement Account (HRA) deductible of $1,000 per individual and $2,000 per double or family, contingent upon Employee and spouse (if any) participating in the Wellness Program.~~

~~.1.6 The employer shall fund the HMO Plan's 20% co-insurance until June 1, 2016. The employer may terminate its funding of the HMO Plan's 20% co-insurance after June 1, 2016, at which time the employee shall be responsible for paying the the HMO Plan's 20% co-insurance. If the employer proposes to change or terminate the co-insurance after June 1, 2016, the employer shall notify the Union in writing at least sixty (60) days prior to the change and the contract shall be reopened to negotiate the alternative for how employees will fund HMO Plan's 20% co-insurance.~~

~~.2 EMPLOYEE LIFE INSURANCE.~~

~~The Employer will, during the life of this Agreement, maintain term life insurance on the life of each of the covered employees in a face amount equal to the annual salary of such employee.~~

~~.3 EMPLOYEE DENTAL INSURANCE.~~

~~The Employer will provide a dental insurance plan for each employee and during the term of this Agreement. The same dental insurance, or dental insurance comparable to that in effect as of 1/1/86, will be maintained on behalf of each employee.~~

~~.4 EMPLOYEE PRESCRIPTION COVERAGE.~~

~~Effective January 1, 2004, the prescription drug co-pay for employees not covered by the HMO shall be $20 for generic drugs and $40 for brand name drugs. If the brand name drug costs the same or less than the generic drug, then the co-pay for the brand name drug shall be $20. The prescription drug co-pay for employees covered by the HMO shall be the amount determined by the HMO. This drug rider shall be maintained for and on behalf of the employees within this bargaining unit and their dependents.~~

~~.5 EMPLOYEE PROFESSIONAL LIABILITY INSURANCE.~~

~~The parties have agreed that the Employer shall purchase police professional liability insurance for and on behalf of each of the police officers covered by this Agreement. The limits of liability for this policy are $250,000 for each person and $500,000 for each incident.~~

~~.6 RETIREE HEALTH INSURANCE.~~

~~.6.1 Persons who retired prior to January 1, 1975, will receive the benefits as adopted for them by the City Commission of the City of Muskegon on February 11, 1975, effective February 27,~~

~~1975, until they attain age 65, as the resolution of the City Commission may from time to time be amended.~~

~~.6.2 Employees who retired after January 1, 1975 but prior to January 1, 1986, will receive the benefits of Section 23.1, until they attain age 65. Subject to this section, the City shall provide for employees who retire after January 1, 1975 but before January 1, 2004, and for their dependents until the employee's age 65, hospital, medical and surgical benefits as agreed upon and the hospital benefit shall include a per diem rate equal to the semi-private room rate from time to time in effect. Subject to this Section, the City shall provide for employees who retired on or after January 1, 2004, and their spouse, and the retiree's dependents, if any, at the time of retirement until the employee's age 65, hospital, medical and surgical benefits as agreed upon and the hospital benefit shall include a per diem rate equal to the semi-private room rate from time to time in effect.~~

~~.6.3 The group hospital and major medical health plan shall include dependents and retires who retire before January 1, 1993 until Medicaid or Medicare eligibility, whichever occurs first and subject to federal law, with a major medical cap of $100,000 per covered individual. The group hospital and major medical health plan shall include dependents and retirees who retire after January 1, 1993 and before January 1, 2004 until Medicaid or Medicare eligibility, whichever occurs first and subject to federal law, with a major medical cap of $150,000 per covered individual, subject to the provisions of Section 23.6.4. The group hospital and medical plan shall include the spouses of retirees, and the retiree's dependents, if any, at the time of retirement and retirees who retire on or after January 1, 2004 until Medicare or Medicaid eligibility, whichever occurs first, with a major medical cap of $300,000 per covered individual, subject to the provisions of Section 23.6.4. Effective January 1, 2010, the major medical cap shall be eliminated; however, to the extent that a retiree has already reached the major medical cap, they are not eligible for additional coverage.~~

~~.6.4 For persons taking deferred retirement after 1/1/89, (not by disability or normal retirement), the benefits provided by Section 23.6 for health care shall be limited by percentage as follows: persons taking deferred retirement after 10 through 14 completed years of service shall be entitled to receive fifty (50%) percent of any benefit; persons taking deferred retirement after 15 through 19 completed years of service shall received seventy-five (75%) percent of any benefit; persons taking deferred retirement after 20 complete years of service shall receive one hundred (100%) percent of any benefits.~~

~~.7 RETIREE PRESCRIPTION COVERAGE.~~

~~.7.1 This provision shall not be applicable to any retirees or their dependents that retire in advance of 12/31/85. All persons who retire on or after January 1, 1986 shall have the option of paying for the prescription drug plan for and on behalf of themselves and their dependents by paying to the Employer, in advance, on a quarterly basis, a sum or sums equal to the premiums for said prescription drug plan paid by the Employer. This option shall be open to retirees who retire after January 1, 1986 only and shall be effective only upon prepayment of the premiums as provided above.~~

~~.7.2 Effective January 1, 1988, the City shall maintain a prescription drug plan with a $2.00 drug rider, if available, (Physicians Health Plan presently has a co-pay requirement of $3.00) for and on behalf of employees within this bargaining unit who retire after January 1, 1986 and their spouses. This coverage shall terminate upon the death of the retiree and the retiree's spouse.~~

~~.7.3 Effective January 1, 1995, the prescription drug co-pay shall be $5 for generic drugs and $10 for brand name drugs.~~

~~.7.4 For persons taking deferred retirement after 1/1/89, (not by disability or normal retirement), the benefits provided by Section 23.7 for prescriptions shall be limited by percentage as follows: persons taking deferred retirement after 10 through 14 completed years of service shall be entitled to receive fifty (50%) percent of any benefit; persons taking deferred retirement after 15 through 19 completed years of service shall received seventy-five (75%) percent of any benefit; persons taking deferred retirement after 20 complete years of service shall receive one hundred (100%) percent of any benefits.~~

~~.7.5 Effective January 1, 2001, the Employer's obligation to pay for prescriptions is limited to paying the cost of generic brands, except when not available, and excluding if the physician requires "dispense as written" (DAW).~~

~~.7.6 For employees who retire after January 1, 2001 but before December 31, 2003, the prescription drug co-pay shall be the same as employees not covered by the HMO at that time, but not to exceed $30 per drug.~~

~~.7.7 Effective January 1, 2001, the Employer's obligation to pay for maintenance drugs or prescriptions issued for a period exceeding 90 days shall be limited to prescriptions filled by use of mail order prescription service.~~

~~.7.8 Effective January 1, 2001, to the extent that a federal prescription drug program is adopted, the federal program shall cover the costs of prescriptions first and the City's provided benefits shall be secondary, if possible.~~

~~.7.9 Effective January 1, 2004, the City shall maintain a prescription drug plan for and on behalf of retirees who retired on or after January 1, 2004 and their spouses as identified to the employer at the time of retirement, and the retiree's dependents, if any, at the time of retirement. This coverage shall terminate upon the death of the retiree and the retiree's spouse at the time of retirement.~~

~~.7.10 Employees hired after June 1, 2008 will not receive retiree prescription coverage after the age of sixty-five (65).~~

~~.7.11 For employees who retire after January 1, 2010, the City will not provide retiree prescription drug coverage. Retirees who are eligible for major medical health care coverage shall receive prescription drug coverage pursuant to that plan. The City shall pay $41.00 per month toward~~

~~the Medicare Part D premium or the full amount of the monthly premium, whichever is less, for each retiree who is eligible for Medicare Part D coverage.~~

SECTION 24 - MEDICAL LEAVES OF ABSENCE

Employees holding positions in the Classified Service shall be entitled to a leave of absence for reasons of health sufficient in the opinion of the Commission to warrant such leave. Such leave of absence may require three (3) years continuous service with the City, and may be granted for one (1) year and renewed upon proper application.

SECTION 25 - MILITARY LEAVE

Members who are called to active duty with the Armed Forces of the United States shall have the rights and duties as prescribed by the City of Muskegon Civil Service Rule IX, Section 2(2), "Military Leave of Absence" rule as it may be amended from time to time.

SECTION 26 - SALARY AGREEMENT

Wages and salaries for employees covered by this Agreement shall be for the term of this Agreement, and shall be in accordance with the Schedule set forth in Appendix A attached hereto and incorporated herein by reference.

.1 There shall be neither pyramiding of the overtime provisions of this Agreement nor pyramiding of overtime provisions with holiday pay.

.2 The pay increase provided within the Schedule shall be received upon recommendation of the ~~Chief of Police~~Public Safety Director.

.3 The straight time rate for the purpose of computing overtime and holiday pay and other benefits shall be the annual salary divided by ~~2080~~ 2184 hours.

.4 ~~As set forth in Exhibit A, each of the members of the bargaining unit shall receive an across the board increase of five percent (5%) effective January 1, 2019 and three percent (3%) effective January 1, 2020, Jauary 1, 2021, and January 1, 2022. No further increases in wages shall occur during the life of the contract.~~

~~.5~~ Effective January 1, 2004, all paychecks shall be distributed by direct deposit. Members of this bargaining unit shall provide the City with account information and authorization to commence direct deposit.

.5~~6~~ For employees who are eligible to receive a retiree healthcare plan, the employee shall make an annual contribution of 3% of the employee's Medicare taxable wages as reported on the employee's W-2 to the employee's HCSP. The employer will not make any contribution to employees who receive a retiree healthcare plan. For an employee who is not eligible to receive a retire healthcare plan, the employee shall contraibute 6% and the employer shall contribute a matching 6% into the employee's HCSP.~~Effective the first full pay period following signing of the 2010-2012 collective bargaining agreement, the City shall establish a Health Care Savings Plan and the minimum employee contribution will be $5 bi-weekly. Effective January 1, 2019, all members shall make an annual contribution of 1% of of the employee's Medicare taxable wages as reported on the employee's W-2 to the employee's Health Care Savings Plan.~~

.6 A shift premium shall be paid to any officer regularly assigned the traditional night shift. The shift premium will be one-and-one-half percent in 2023. The shift premium will be two percent in 2024. The shift premium will be two-and-one-half percent in 2025. The shift premium will be three percent in 2026. There will be no pyramiding of shift premium and shallnot be included in overtime, court-time, etc.

SECTION 27 - WORKING OUT OF CLASSIFICATION

Effective January 1, 1992 any employee who works in a higher classification than his/her own shall be paid the rate of the higher classification for all hours worked, provided the employee has first accumulated forty (40) hours work in a higher classification during the offcier's carrer~~that year~~. The first forty (40) hours accumulated in a higher classification shall be paid at the employee's regular rate of pay.

SECTION 28 - LONGEVITY PAY PLAN - RULES AND REGULATIONS

All employees with five (5) years of service will be eligible for longevity pay.

.1 Semi-annual payments to be paid in June and December using the following formula:

2% of base pay	after 5 years of service
4% of base pay	after 10 years of service
6% of base pay	after 15 years of service
8% of base pay	after 20 years of service
10% of base pay	after 25 years of service

Longevity payments shall be based on a maximum salary of $15,000.

.2 Any one whose employment with the Employer has been terminated will be considered as a new employee should he return. Employees with leaves of absence shall not have the leave of absence count for longevity pay purposes.

.3 Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30, and is on the payroll as of June 1st, will be eligible for half (1/2) the longevity payment in June and each successive semi-annual payment in December and June thereafter. Any employee who reaches

5, 10, 15, 20 or 25 years of service on or before December 31, and is on the payroll as of December 1st, will receive half (1/2) of the longevity payment in December and each successive semi-annual payment thereafter. Employees who are receiving workers' disability compensation payments shall be considered as "on the payroll" for purposes of receiving longevity pay.

.4 During the calendar year in which an employee retires under one of the City's retirement plans, he shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro-rated portion of his longevity pay based on days worked.

.5 All compensation for employees is subject to deduction for income tax and retirement benefits.

SECTION 29 - NO STRIKE CLAUSE

During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Association take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operation and services of the Employer.

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations.

.1 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Section, and such action shall not be subject to the Grievance Procedure of this Agreement. In addition, the Employer shall have the right to terminate this Agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the Employer shall have the right to seek injunctive relief and damages against the Union.

.2 The committeemen and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

.3 The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

SECTION 30 - WAIVER CLAUSE

The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 31 - MAINTENANCE OF STANDARDS

The parties acknowledge that there are standards and conditions of employment which are not affected by, or recorded in, this Agreement. The City and the Union intend and agree to maintain those standards and conditions during the duration of this Agreement.

SECTION 32 - VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

SECTION 33 - SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

SECTION 34 - EDUCATION PAY

~~On and before December 31, 1999, Police Officers who have received academic degrees from accredited institutions for curriculum completed in the field of police science shall be entitled to the following pay: for the Associate Degree, $250.00 per twelve months; for the Bachelor Degree, $500.00 per twelve months.~~

~~Effective January 1, 2000, Police~~ Officers who have received academic degrees from accredited institutions for curriculum completed in the field of police science shall be entitled to the following pay: for the Associate Degree, $750~~500~~.00 per twelve months; for the Bachelor Degree, $1,000~~750~~.00 per twelve months, and for Master's Degree or Dcotorate Degree, $1,500.00. The amounts ~~hsall~~shall not be pyramid, i.e., the officer is to receive payment for the highest degree obtained.

Said annual pay shall be pro-rated for bi-weekly pay periods following official notice to the Chief of Police that said degree has been conferred upon the police officer. Said payment will be issued in one lump sum during the first two (2) weeks of December of each year.

The amount of the payment shall not be computed for overtime or fringe benefits purposes. Other degrees will be considered for this pay if they contribute to the service of the Public.

Officers are eligible to participate in any city sponsored tuition reimbursememnt that is available to other units and non-represented employees of the city.~~Effective January 1, 2000, members of this unit shall no longer be eligible for City reimbursement for educational courses.~~

SECTION 35 – DEFINED BENEFIT RETIREMENT PLAN

.1 ELIGIBILITY. The Defined Benefit Retirement Plan is applicable only to unit members hired on or before July 28, 2006.

.2 TRANSFER TO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM. Effective July 1, 2006, the assets and liabilities of the City of Muskegon Police-Fire Retirement System associated with City employees represented by ~~Command Officers Association of Michigan~~FOP shall be transferred to the Municipal Employees Retirement System (MERS). Employees shall no longer have any rights from claims against or participation in the City of Muskegon Police-Fire Retirement System.

.3 CONTRIBUTION RATE. Employees shall contribute six percent (6%) of compensation as defined by MERS. Effective December 31, 2022, employees shall conribute three percent (3%) of compensation as defined by MERS.

.4 RETIREMENT BENEFIT. An Employee who retires after July 1, 2006 shall be entitled to a retirement benefit pursuant to MERS Benefit Program. For Employees who retire after January 1, 2007, the pension multiplier shall be 3.0% of final average compensation (MERS FAC-3), not to exceed 80% of employee's final average compensation. Employees shall also be entitled to the MERS RS50 spousal benefit.

Effective March 1, 2013, the final average compensation shall not include more than 240 hours of leave time and shall not include any overtime (as defined in Section 14) paid after March 1, 2013. After March 1, 2013, overtime earnings shall not be subject to the employee's 6% MERS contribution. Effective January 1, 2019, overtime shall be subject to the employee's contribution and included in final average compensation.

Between January 1, 2019 and December 31, 2022, each employee may elect to have any leave time, being defined as unused sick and vacation time, to a maximum of 240 hours credited to either the employee's "frozen final average compensation" or the emplopyee's "termination final average compensation", but leave time may not be credited to both.

An employee who who was hired before July 28, 2006 and became a member of this Unit between Janaury 1, 2019 and December 31, 2022 shall receive a ~~retirmement~~ retirement benefit as determined by the ~~Police Officer's Labor Council~~FOP? contract with the City of Muskegon in effect as of the date the employee became a member of this Unit.

An employee who retires on or after December 31, 2022 shall receive a bridged benefit as follows:

a) A pension multiplier of 3.0% for service prior to December 31, 2022 times the employee's "frozen final average compensation". "Frozen final average compensation" is defined as the highest compensation in thirty six consecutive months between the date of hire and December 31, 2022; plus

b) A pension multiplier of 2.67% for service on or after December 31, 2022 times the employee's "termination final average compensation". "Termination final average compensation" is defined as the highest compensation in thirty-six consecutive months between the date of hire and date of separation.

The total pension benefit shall not exceed 80% of the "termination final average compensation".

.5 DEFERRED RETIREMENT. Effective July 1, 2006 a former Employee who is vested (MERS V-10) and is entitled to a deferred retirement benefit shall receive those deferred benefits afforded by MERS. A member who elects to receive a deferred retirement shall receive the benefit that was in place at the time they left employment.

.6 DISABILITY BENEFITS. Effective July 1, 2006 an Employee eligible for disability benefits, as determined by MERS, shall receive those disability benefits afforded by MERS (MERS D-2).

.7 RETIREMENT ELIGIBILITY. Effective January 1, 2013, employees are eligible to retire at age fifty (50) with twenty-five (25) years of service (MERS F50/25) or at age fifty-five (55) with ten (10) years of service (MERS F55/10) but the pension shall not exceed 75% of employee's final average compensation. If challenged and a court of competent jurisdiction, administrative law judge, or other tribunal determines that the 75% cap is invalid, the reduced age of service provision is also void and, therefore, the parties agree to engage in collective bargaining over the issue.

.8 WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS**.** To the extent allowed by MERS, an Employee who retires on or after July 1, 2006 may elect to be paid a refund of the accumulated contributions standing to the member's credit at the effective date of retirement. Upon election of this refund provision, the retiree's MERS pension payment options shall be reduced by an amount that is actuarially equivalent to the refunded accumulated contributions.

.9 OUTSTANDING SICK LEAVE. Accumulated sick leave hours paid out at retirement at seventy five percent (75%) if paid to the employee or one hundred percent if deposited into the employee's section 457 account or MESP account under Section 19.2 will be re-classified as vacation time for purposes of computing the final average compensation reported to MERS. The maximum number of reclassified sick leave hours included in the Employee's FAC computation will be 144 hours.

.10 PURCHASING ADDITIONAL SERVICE CREDIT. To the extent allowed by MERS, members may purchase additional service credit at actuarial cost.

.11 POST-RETIREMENT BENEFIT ESCALATOR. The City Commission will decide each year whether and to what extent a MERS Flexible E post retirement benefit shall be given.

SECTION 36 - DEFINED CONTRIBUTION RETIREMENT PLAN

.1 ELIGIBILITY. All members of this unit hired after July 28, 2006 shall have the same Defined Contribution Retirement Plan they had as a patrol officer. All new members entering the Command Unit from anywhere other than the Muskegon Police Department Patrol Unit are covered by the Defined Contribution Plan. Effective January 1, 2013, all Patrol Unit members entering the Command Unit shall keep their pension and retirement packages from the Patrol Unit.

2. EMPLOYEE CONTRIBUTION RATE. Mandatory employee contribution shall be nine~~six~~ percent ~~(6%)~~ of the employee's Medicare taxable wages as reported on the employee's W-2.

3. EMPLOYER CONTRIBUTION RATE. Effective January 1, 2019, mandatory employer contribution shall be twelve and one-half percent (12.5%) of the employee's Medicare taxable wages as reported on the employee's W-2. Effective January 1, 2020, mandatory employer contribution shall be thirteen percent (13%) of the employee's Medicare taxable wages as reported on the employee's W-2. If the Employer agrees with the Police Officers Labor Council to provide an employer contribution to the defined contribution retirement plan applicable to police patrol officers between January 1, 2021 and December 31, 2022, the Employer agrees to provide the same benefit and time limitations to this Unit, but not to extend beyond December 31, 2022.

Commented [LM6]: Delete this paragraph?

SECTION 37 - DRUG TESTING POLICY

A labor-management committee shall be established to prepare a mutually acceptable drug testing policy. Prior to a policy being implemented, the policy must be approved by the Union bargaining committee and the Employer. This section is not intended to, nor does, affect the Employer's right to discipline employees for drug activity under present contractual or policy provisions.

SECTION 38 - RESIDENCY

The Union acknowledges the City's desire to encourage residency but not require such for employees of this bargaining unit. Effective January 1, 1999, all employees who were members of this bargaining unit are free to maintain their residence at any location and are no longer bound by collective bargaining agreements requiring residency.

Union acknowledges that City may adopt, amend, modify or eliminate any incentive plan to encourage employees to live in the city. For purposes of any incentive, City reserves the right, in its sole discretion, to determine whether an employee is a resident. Unit members are eligible for the same residency incentive offered, if any, to non-repesented employees.

SECTION 39 - PHYSICAL FITNESS

A labor-management committee shall be established to prepare a mutually acceptable physical fitness program, which shall be voluntary for all employees.

SECTION 40 - PUBLIC SAFETY

If the Employer creates a public safety officer job category, the labor contract shall be re-opened. The re-opener shall be limited to the wages, hours, and terms and conditions of the job position for public safety officer.

SECTION 41 – PROMOTIONS

.1 PROMOTION TO CAPTAIN. In the event of a vacancy to the Captain classification, all members of the Lieutenant classification shall be eligible to apply for promotional examination through the Civil Service process. The Civil Service Commission, after examining all qualified applicants, shall present a list with the names of ~~the three top~~all qualified applicants to the Chief of Police. The Chief of Police shall select one of the three applicants to serve in the position of Captain.

.2 PROMOTION TO LIEUTENANT. In the event of a vacancy to the Lieutenant classification, all members of the Sergeant classification shall be eligible to apply for promotional examination through the Civil Service process. The Civil Service Commission, after examining all qualified applicants, shall present a list with the names of ~~the three top~~all qualified applicants to the Chief of Police. The Chief of Police shall select one of the three applicants to serve in the position of Lieutenant.

.3 An officer who is demoted due to a reduction in command staff shall be entitled to the next promotional position relative to their previously held rank. The officer shall be entitled to the position for a period of two years after the demotion so long as the officer has remained in good standing.

SECTION 42 - DURATION AND RENEWAL

1. GENERAL PROVISIONS. This Agreement shall be binding upon the parties hereto, their successors and assigns. The Agreement shall commence as of the first day of January, 2023~~19~~, unless otherwise stated herein, and terminate as of the 31st day of December, 2027~~22~~. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

2. ~~2.~~ LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL §141.1501 *et. seq.*, shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided for in MCL § 141.1519(k).

SECTION 43 – MISCELLANOUS

Each non-resident Officer shall be provid~~s~~ed two Univeral Parking passes that can be used at the beach, city owned park, city owned parking structures, or on-street parking where the city requires a parking pass to park.

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

By___________________________

Local President

By___________________________

Local Secretary

By___________________________

Business Representative

THE CITY OF MUSKEGON

By_____________________________________

Ken Johnson~~Stephen J. Gawron~~, Its Mayor

By_____________________________________

Ann Marie Meisch, Its Clerk

APPENDIX - A

WAGE SCHEDULE FOR POLICE COMMAND OFFICERS

POSITION NAME	STARTING SALARY	ONE YEAR

TO BE INSERTED BY FINANCE DEPARTMENT

APPENDIX - B

Clarification (Section 17.1):

Court Overtime Pay

Commented [LM7]: Match language in contract.

Minimum of two (2) hours at one and one-half (1-1/2) time, except when within a two-hour period preceding, or following, officer's regular tour of duty.

If such time is less than two (2) hours, time-and-one-half will be paid for actual time involved.

EXAMPLES:
Regular Duty tour 6:00 A.M. - 2:00 P.M.

Actual Court Time	3:00 P.M. - 3:30 P.M.	Due 1-1/2 hours (2:00 P.M.-3:30 P.M.)
Actual Court Time	2:00 P.M. - 3:00 P.M.	Due 1 hour (2:00 P.M.-3:00 P.M.)
Actual Court Time	3:30 P.M. - 4:00 P.M.	Due 2 hours (2:00 P.M.-4:00 P.M.)
Actual Court Time	4:30 P.M. - 5:00 P.M.	Due 2 hour (Minimum)

Regular Duty tour 2:00 P.M. - 10:00 P.M.

Actual Court Time	1:00 P.M. - 1:30 P.M.	Due 1 hour (1:00 P.M.-2:00 P.M.)

Based upon two points:

A. Under mandatory overtime, would only be eligible for actual amount as denoted.

B. No pyramiding of overtime and pay.

APPENDIX - C

Clarification (Section 17.3):

RE: Work day relative to Section 17 - Call-in Time and Court Time - Paragraph .3, Sentence D.

For those employees whose shift covers more than one calendar day (regular 8-hour shift begins on one calendar day and ends on the next calendar day), the determination of the date worked, or sick leave benefit used, will be:

The date of the shift worked or sick leave used will be the date the 8-hour shift started on, such as March 23 at 7:00 pm or at 10:00 pm (both shifts would end on March 24).

A. An employee who calls sick but does appear in court during that regularly scheduled 8-hour shift will have the court appearance time credited as regular duty time and it will not be deducted from the employee's sick leave bank.

Example: Regular Shift - 6:00 am to 2:00 pm
Court Appearance - 2 hours between the hours of 6:00 am and 2:00 pm.
Credited 2 hours duty time and six (6) hours charged against sick bank.

B. An employee who appears in court during the day upon which he has called sick but the court appearance is for a time other than his regularly scheduled 8-hour tour of duty will receive overtime pay without regard for his sick leave status.

Example: Regular Shift - 6:00 am to 2:00 pm
Court Appearance - 4:00 pm
Two (2) hours overtime pay with 8 hours charged against the employee's sick leave bank.

Summary Statement

Overtime will be paid for all court time not encompassed in an officer's regular 8-hour tour of duty without regard to whether the officer worked his regular shift or whether he was sick and did not work his shift.

APPENDIX D

Inclusion of Unused Reimbursed Holiday Compensatory Time
In Determination of Compensation for Retirement Purposes

The term "holiday pay" found in Section 2n(ii) of the City of Muskegon Police-Fire Retirement System Ordinance as applied to members of this bargaining unit shall include unused holiday comp time earned during the measuring years for determining final average compensation, provided all the following conditions are met:

1. The employee, at the time of requesting compensatory time off, shall designate whether the time used, (if available), shall be for unused holiday comp time or regular comp time. Said designation shall be in writing at the time of the request and shall be irrevocable.

2. The employer shall deduct the employee contribution to the pension fund at the percentage in effect at the time of payment, when the employee is paid for unused holiday comp time.

3. The right of designation and counting of unused holiday comp time reimbursement shall apply to holiday comp time earned after December 31, 1990 only. There is no contractual right to such before December 31, 1990.

4. The inclusion of reimbursed unused holiday comp time in the calculation of holiday pay under Section 2n(ii) of the Police-Fire Retirement System Ordinance shall apply to those employees who retire after December 31, 1991 only.

5. These provisions shall not in any way change the maximum total amount of comp time that can be carried over from one year to another.

APPENDIX E

POLICE UNIFORM & EQUIPMENT

<u>The Police Department shall provide the following items:</u>

1	Summer footwear and winter boot
	4 pair total Trousers, uniform,
3	Shirts, uniform, short sleeve
3	Shirts, uniform, long sleeve
3	Mock turtle necks or ties
1	Hat, uniform, Pershing style
1	Hat, uniform, winter style
1	Jacket, uniform, nylon (winterweight)
1	Jacket, uniform, nylon (lightweight)
1	Raincoat, uniform
2	Nameplates
2 sets	Collar insignia, command officers (Captains, Lieutenants, Sergeants)
1	Sam Brown belt, (Brass fittings-command officers; silver fittings-patrolmen)
1	Pant belt
1	Key Holder
4	Keeper straps
1	Handcuff and handcuff carrier
1	Ammunition holder, double pocket
1	Baton holder
1	Holster
1	(Mace or pepper) Gas Canister
1	(MACE) Gas Canister Holder
1	Baton
1	Mace Holder

2023~~19~~ through 2027~~22~~

AGREEMENT

between

THE CITY OF MUSKEGON, MICHIGAN

A Home Rule City

and

FRATERNAL ORDER OF POLICE ~~COMMAND OFFICERS ASSOCIATION OF MICHIGAN~~
(Muskegon Police Department - Command Officers)

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WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: Dec. 13, 2022	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk

Brief Summary: To concur with CRC recommendations on amendments to CRC Attendance Policies.

Detailed Summary:

The CRC recommends making amendments to have a set number of excused and unexcused absences that is the same for all boards within the Community Relations Committees. The number of absences would be different depending on how often the board meets.

Detailed explanation:

Meetings that meet <u>monthly</u>:

- Not more than 3 Unexcused missed meetings during the year
- Not more than 4 Excused/Absent missed meetings during the year

Meetings that meet <u>quarterly</u>:

- Not more than 1 Unexcused missed meeting during the year
- Not more than 2 Excused/Absent missed meetings during the year

Meetings that meet <u>semiannually</u>:

- Not more than 1 Unexcused missed meeting during the year
- Not more than 1 Excused/Absent missed meeting during the year

Meeting that meet <u>annually</u>:

- No Unexcused or Excused missed meetings permitted

Definitions of Terms:

Unexcused – Does not notify Board Liaison of absence and does not attend meeting.
Excused – Notifies Board Liaison of absence at least 72 hours in advance of missed meeting.
Absent – Reserved for emergency situations and up to the discretion of the Board Liaison and Community Relations Committee members.

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

Recommended Motion: To concur with the staff recommendation to accept the reappointments to the Business Improvement District.

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Community Relations Committee Recommendations
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: To concur with staff recommendations on reappointments to Business Improvement District	
Detailed Summary: Staff recommends reappointing Bruce Lindstrom and Bob Tarrant – Assessed property owners or their representatives – Terms Expiring 12/31/25 to the Business Improvement District.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To concur with the staff recommendation to accept the reappointments to the Business Improvement District.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Housing Board of Appeals, Demolitions
Submitted By: Director Timothy Kozal	Department: Public Safety

Brief Summary: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

Detailed Summary: Housing Board of Appeals has deemed 808 Oak Ave to be in property maintenance violation since 2016. Property has been a long-standing area of blight and public nuisance/hazard. Property includes a house, multiple outbuildings, two garages, and two large pole barns. House is gutted down to the studs, has multiple holes in the roof, and is unsecured. Garages, outbuildings, and pole barns are severely dilapidated. Staff has not been inside buildings, so the extend to the dilapidation is unknown. Owner has expressed desire to sell property but has not provided any plan to bring the property or buildings into compliance. No permits have been applied for. HBA declared house in September 2022. Owner has not been to any HBA meetings.

Amount Requested: BIDS	Amount Budgeted: not applicable (if needed)
Fund(s) or Account(s): 101-80387-5356	Fund(s) or Account(s):

Recommended Motion: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.*

- Immediate Division Head ☐ Information Technology ☐
- Other Division Heads ☐ Communication ☐
- Legal Review ☐

For City Clerk Use Only:

Commission Action:

EN2200640-808 OAK AVENUE
CC MEETING DECEMBER 13TH, 2022

BOBBY SISK
11852 JUNIPER HILLS CT
GRAND HAVEN, MI 49417

Information:
This property has been an ongoing source of blight and community concern for years with property maintenance violations dating back to 2016. This property is made up of a single-family house, two large pole barns, a building which appears to have been a store front at one time, a one car residential garage, and a large commercial garage. All buildings are severely dilapidated, the pole barns and commercial garage have collapsing roofs in addition to further deterioration that could not be observed due to overgrowth and unsafe conditions. The house on is unsecured, the roof has a large hole in it, and the residential garage appears to be on verge of collapse. Staff has not seen the interior of the house or the store front at this time to assess the various issues with their interior. There have been multiple Board-Up letters sent as well as over various code enforcement letters. In September 2020, the owner had a contractor applied for, and was issued, a building permit for an interior demolition permit for the house on the property. No inspections were called for on that permit which, subsequently, expired in March 2021. Staff has sent owner multiple letters about the expired permit, but to no avail. In May 2022, the contractor who held the building permit asked for it to be canceled. In April 2022, staff elevated this property to the Dangerous Buildings list due to the open, due to lack of progress and continued deterioration of the site.

Owner Contact:

- On 4/14/22 a Dangerous Building Complaint letter was sent.
- On 5/11/22 a Notice and Order was sent and posted.
- On 8/23/22 a 10-Day Notice of Hearing was sent and posted.
- On 9/2/22 a HBA Determination Letter was sent and posted.
- September 1st, 2022 HBA Meeting: The owner was not present.
    - Housing Board of Appeals declared the structure for demolition.

Staff Correspondence:
Owner has expressed desire to sell property, but no action beyond that has been taken.

<u>Additional Information</u>:

- This property contains a 1376Sq Ft, single-family home and multiple outbuildings.
- SEV & Taxable value: $38,324
- Built in N/A. Effective age 50yrs.
- Current property taxes due: $449.36
- Staff estimated cost for interior/exterior repairs at N/A due to lack of interior inspection.
- 9 enforcement actions for board-up, grass, brush, and trash since 2020
- The structure is in the Marquette neighborhood.
- **Permits obtained:** None

Google Maps 808 Oak Ave

Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022 20 ft


IDDEN
RIVE
8.30.2022 09:50


8.30.2022 09:42


8.30.2022 09:50


8.30.2022 09:44


8.30.2022 09:44


8.30.2022 09:50


8.30.2022 09:50

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 13, 2022	Title: Adelaide Pointe Reimbursement Agreement
Submitted By: LeighAnn Mikesell	Department: City Manager

Brief Summary: Staff is seeking approval of the development reimbursement agreement for Adelaide Pointe.

Detailed Summary & Background:

The development reimbursement agreement is the next step in the process of finalizing the city's partnership with the developer through the Brownfield Redevelopment Authority. This agreement provides the outline for how the partners will cooperate on funding the improvements to the site. The city will sell bonds for agreed upon expenses and be reimbursed through tax capture. The developer will also incur brownfield eligible expenses which will be repaid through tax capture. Individual addenda will be prepared, throughout the term of the development project, to reflect project phases. Each addendum will be presented to the BRA and the Commission for consideration and approval.

Staff hosted a public forum on October 3, 2022 to gather public input and answer questions about the development. The Brownfield Redevelopment Authority considered the agreement at their December 13, 2022 meeting.

Goal/Focus Area/Action Item Addressed:

Focus Area: improved access to the waterfront, blight cleanup, progress toward completion of ongoing economic development projects

Action Item 2022-2.6: Complete Adelaide Pointe public improvements

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

Recommended Motion: Approve the development reimbursement agreement for Adelaide Pointe.

Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.*

Immediate Division Head	☐	Information Technology	☐
Other Division Heads	■	Communication	■
Legal Review	■		

Guest(s) Invited / Presenting

Yes	■
No	☐

For City Clerk Use Only:

Commission Action:

FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This FIRST AMENDMENT TO DEVELOLPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made __________, 2022 ("Effective Date") between the **City of Muskegon Brownfield Redevelopment Authority** ("Authority"), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 ("Authority"), **City of Muskegon**, a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qozb, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the "Property".

APQ and the City have entered into a "Cooperative Use and Development Agreement" which substantiates APQ's and the City's desire to a) utilize each other's specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other's Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

Authority, City and APQ entered into a Development and Reimbursement Agreement effective ____, 202___, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform "eligible activities" and be reimbursed, as defined and provided for in that Agreement.

The Parties agree as follows and that to the extent this Agreement and the Development and Reimbursement Agreement vary, this Agreement shall control:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.

2. **Improvements.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas.

3. **Indemnity and Insurance.** APQ holds the City harmless and will indemnify the City for any liability, including attorney fees, resulting from the engineering, design and construction of the Project. City and APQ will name the other on their respective general liability insurance policies.

4. **Changes, Standards and Dedication.** All improvements must be made according to the plans and specifications of the APQ PUD approved by the City. All construction of Public Improvements must be completed to the standards established by the City of Muskegon ("City Standard"). The City will accept a dedication of all or any portion of the Public Improvements only if built to City Standards.

5. **Addendum Presentation**. APQ shall, from time to time, present addendums to the City that detail discrete development projects that improve the Property according to the PUD. To the extent the addendums addresses "eligible expenses" and expenses to be reimbursed by the Authority, the addendums shall also be provided to the Authority for purposes of Amending the Development and Reimbursement Agreement and the Brownfield Plan. These addendum shall detail Authority, City and APQ obligations to one another and shall include but not be limited to:

a. Architectural and/or Engineering drawings
b. Construction schedules
c. Construction budgets
d. Itemization of relevant Brownfield Reimbursements that will be paid to APQ by City
e. Proof of financing

6. **Addendum Approvals**. Upon receiving necessary Authority and City approvals of each Addendum all parties shall be obligated to perform under the obligations detailed in the addendum. Approvals by Authority and City shall not be unreasonably withheld if they are compliant with improvements approved in APQ's PUD.

7. **Funding for Brownfield Reimbursements.**

a. *Bonds for roads, water mains and sewer mains.* The City or Authority, in the City's and Authority's sole discretion as to which is the borrower, upon approval of an Addendum shall sell municipal bonds in an amount equal to the total amount necessary to pay for roads, water mains, and sewer mains on the Property required by the addendum, supported by engineering and construction bids itemized in the addendum(s) to this Agreement. City or Authority shall be entitled to retain an engineer of its choosing to review all drawings and inspect all amenities that are expected to be eventually turned over to the City in order to insure that the amenities are constructed to city standards, to develop as-built drawings, and otherwise represent the City and Authority on the construction of the public amenities. The cost of the City's or Authority's retained engineer shall be paid for from the bond. At no point may the Authority's and City's total borrowing, whether still outstanding or not, exceed an aggregate amount of $10,500,000, including the cost of Civil Engineering expenses paid by APQ up until the date of this agreement and the City's or Authority's engineer. The bond proceeds shall be available to reimburse APQ the costs related to the costs for roads, water mains and sewer mains approved in the itemization of Brownfield Reimbursements detailed in each addendum. APQ may apply to the Authority for draw of such bond proceeds. If the draw request includes the proper documentation, the Authority will pay the draw within 15 days of receipt of the request, subject to and in accordance with the following requirements and conditions.

i. All draw requests shall be in writing together with all supporting documentation, including receipts, and not be made more frequent than 30 day intervals.

ii. Each draw request shall include the most recent Sworn Statement and corresponding lien waiver from every contractor, sub-contractor, and supplier who will be paid from that draw.

b. *Brownfield Tax Increment Financing*. APQ has submitted to the Authority an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381") the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.

i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("Part 201").

ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.

iii. APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in addition to the construction of roads, water mains and sewer mains, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental activities on the Property are estimated to be $35 million dollars not including interest. Eligible demolition and site preparation costs incurred by these same parties is estimated to exceed $13 million dollars. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").

iv. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.

v. The cost of Eligible Activities may be incurred by the City and APQ, The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be $35 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of $28 million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").

vi. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.

vii. Act 381 permits the Authority to capture and use the school tax (where applicable), if permitted by the state, and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").

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

ix. During the Term (defined below) of this Agreement, the Authority shall reimburse the City first for the total cost of the bonds (principal, interest and transaction costs) incurred and to be incurred for roads, water mains and sewer mains and after the City has been paid the amount the City has committed to pay APQ for the roads, water mains and sewer mains, then to APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment, unless modified by later addendums or amendments. The amount reimbursed to the APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the City for the cost of the bonds (principal, interest and transaction costs) for roads, water mains and sewer mains and APQ for the cost of Eligible Activities incurred by the Parties until the earlier of the Parties being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

xi. During the term of this Agreement, the Authority shall capture all approved and authorized Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.

xii. Intentionally left blank.

xiii. Reimbursement Process.

1. APQ shall periodically submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

2. Within forty-five (45) days after a Request for Cost Reimbursement has been reviewed and approved by the City's or Authority's engineer as required in Section 7.a and reviewed and approved by the Authority or designate as to whether it is an "eligible expense", and after the Authority or City has been fully paid for roads, water mains and sewer mains, the Authority shall pay to APQ the amounts for which submissions have been made pursuant to this Agreement, less a 10% retainage until all of the water mains, sewer mains and road construction is completed and accepted by the City. The Authority's obligation to pay APQ is limited to available Brownfield TIF Revenue from the Property.

3. All requests for Cost reimbursement submitted by APQ for each approved Addendum between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, excluding the portion to be paid to City which shall be paid first, as described above.

4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.

5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e.,

no interest on interest), and (iii) interest on School Taxes captured shall only be payable to the extent permitted by the Michigan Strategic Fund ("MSF") and/or the Michigan Department of Environment, Great Lakes and Energy ("MEGLE").

6. The Authority shall have no obligation to reimburse the City or any other entity for Eligible Costs or interest from Brownfield TIF Revenue captured after 35 years after the date of the adoption of the Development and Reimbursement Agreement.

xiv. <u>Allocation of Base Value and Priority of Reimbursements</u>.

1. The initial taxable value of the Property as of the date of this Agreement is $903,810, as set forth in the Brownfield Plan Amendment ("Base Value"). If the Property is divided into two or more separate taxable parcels in connection with the development of the Project, the Base Value shall be allocated to each resulting parcel based upon the relative number of square feet of each parcel. The Base Value allocated to a separate undeveloped parcel in this manner shall be the base value of that parcel for purposes of calculating Brownfield TIF Revenue, regardless of when any Development and Reimbursement Agreement is entered into in connection with the redevelopment of that parcel. Brownfield TIF Revenue generated from any separate parcel divided from the Property after the date of this Agreement shall be available for reimbursement of the Authority's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.

2. Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

xv. <u>Adjustments</u>.

1. Until the cost of eligible activities is fully reimbursed, APQ agrees to waive any appeal of any tax assessment or reassessment of any portion of the Property; *provided, however,* that this waiver shall not be binding on any person or entity who acquires title to all or any portion of the Property after the date of this Agreement.

2. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue previously paid to the City, APQ or any future owner to any tax levying unit of government, the Authority may deduct the amount of any such

reimbursement, including interest and penalties, from any amounts due and owing the City and APQ. If all amounts due the City and APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or APQ, the Authority shall invoice the City and APQ for the amount of such reimbursement and the City and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by the City or APQ pursuant to this Section shall be reinstated as Eligible Activities for which the City and APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

xvi. Legislative Authorization.

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

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

To: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager

w/copy to:

Parmenter Law
601 Terrace Street
Muskegon, Michigan 49440
Attn: City Attorney

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

Jaffe, Raitt Heuer & Weiss, P.C.
27777 Franklin Rd. Suite 2500
Southfield, Michigan 48034
Attn: Kenneth J. Clarkson

9. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

10. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor, environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.

11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ and City. Each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ and City shall survive the termination of this Agreement for a period of one year.

13. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ and City intend to be bound by the signatures on the electronically imaged document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

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

15. **Assignment or Delegation.** Neither party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

16. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signature Page Follows]

AUTHORITY:

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public body

BY________________________

Name:
Title: Chair
Date: ____________________, 2022

BY: ________________________

Name:
Title: Secretary
Date: ____________________, 2022

CITY:

CITY OF MUSKEGON,
a municipal corporation

BY________________________

Name: Kenneth D. Johnson
Title: Mayor
Date: ____________________, 2022

BY: ________________________

Name: Ann Meisch
Title: Clerk
Date: ____________________, 2022

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By______________________________
Name: Ryan M. Leestma
Title: Owner
Date: ____________________, 2022

RESOLUTION APPROVING THE BROWNFIELD

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

1st Amendment

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

Adelaide Pointe Project

County of Muskegon, Michigan

2022-December 13

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 13th day of December, 2022 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED APPROVED.

____

Ann Marie Meisch, City Clerk

____

Kenneth D. Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on December 13, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act,being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meetingwere kept and will be or have been made available as required by said Act.

____

Ann Marie Meisch, City Clerk