

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 24, 2020 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **PUBLIC COMMENT ON AN AGENDA ITEM:**
- ☐ **IMMEDIATE ACTION REQUESTED:**
 - A. Remote Meeting Procedures** City Clerk
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. 2020-2021 School Resource Officer Agreement** Public Safety
 - C. 2020-2021 Winter Parking Ordinance Amendment** Public Safety
 - D. Ramos Towing Agreement** Public Safety
 - E. Social District Permit Recommendation** Economic Development
 - F. MERS Defined Benefit Plan Adoption Agreements Addendum** Finance
 - G. PRI Document Approval – Jackson Hill Infill Housing Loan**
Development Services – REMOVED PER STAFF REQUEST
 - H. Trinity Village (COGIC Village) PILOT Agreement Termination** Treasurer
- ☐ **PUBLIC HEARINGS:**
 - A. Beach Street Utility Special Assessment** Public Works
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. Amendment to the Zoning Ordinance - Marihuana** Planning
 - B. Community EnCompass Infill Housing Development Agreement and Funding** Economic Development – REMOVED PER STAFF REQUEST

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

A. Discussion of Pending Litigation

☐ **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: 11/24/2020	Title: Remote Meeting Procedures
Submitted By: Ryan Cummins	Department: Clerk's Office
Brief Summary: Public Act 228 of 2020 amended the Open Meetings Act to allow for electronic meetings. The Act requires that if the City wishes to conduct electronic meetings, that it adopts electronic meeting procedures.	
Detailed Summary: Public Act 228 of 2020 amended Section 3 of the Open Meetings Act (OMA) and added Section 3a to the OMA to permit, in certain circumstances, public bodies to meet electronically and to permit members of those public bodies to participate in, and vote on, business before the public body remotely. The Act requires the public body, as defined in Section 2(a) of the OMA, being the City Commission, including all boards, commissions, committees, subcommittees, or authorities of the City of Muskegon, to establish procedures to ensure compliance with the requirements of the Act related to electronic meetings. It is recommended that the City Commission establish the following electronic meeting procedures for itself and all of the public bodies of the City to comply with this statutory requirement.	
Amount Requested: N/A	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To establish the following procedures to permit the City Commission and all other public bodies of the City of Muskegon to meet electronically and vote on business before the public body remotely.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only:	

CITY OF MUSKEGON

PROCEDURES FOR ELECTRONIC MEETINGS AND ATTENDANCE BY MEMBERS REMOTELY

Introduction

Public Act 228 of 2020 (the Act) amended Section 3 of the Open Meetings Act (OMA) and added Section 3a to the OMA to permit, in certain circumstances, public bodies to meet electronically and to permit members of those public bodies to participate in, and vote on, business before the public body remotely.

The Act requires the public body, as defined in Section 2(a) of the OMA, being the City Commission, including all boards, commissions, committees, subcommittees, or authorities of the City of Muskegon, to establish procedures to ensure compliance with the requirements of the Act related to electronic meetings.

The City Commission establishes the following electronic meeting procedures for itself and all of the public bodies of the City to comply with this statutory requirement.

Circumstances Permitting Electronic Meetings and/or Remote Participation by Members

Electronic meetings of City of Muskegon public bodies, in whole or in part, and/or attendance by members of those public bodies remotely may be permitted under any of the following circumstances:

- a. Before January 1, 2021, for any circumstances.
- b. On and after January 1, 2021 through December 31, 2021, only for one of the following:
 - i. Military service.
 - ii. A medical condition.
 - (1) Medical condition means an illness, injury, disability, or other health-related condition, including recommended quarantine.
 - iii. A statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or a local official or local governing body that would risk the personal health or safety of members of the public or the public body if the meeting were held in person, but only to permit the following:
 - (1) To permit the electronic attendance of a member of the public body who resides in the affected area.

- (2) To permit the electronic meeting of a public body that usually holds its meetings in the affected area.
- c. After December 31, 2021 only in the circumstances requiring accommodation of members absent due to military duty.

Meetings held Electronically

a. Communication

The City of Muskegon will utilize electronic video and/or audio services or equipment that ensures 2-way communication so that during the electronic meeting members of the public body can hear and be heard by other members of the public body and so that participants in the electronic meeting can hear members of the public body and can be heard by members of the public body and other participants during the public comment period.

- i. Members of the general public will not be excluded from a meeting otherwise open to the public except for a breach of the peace actually committed at the meeting.
- ii. Members of the general public otherwise participating in a meeting of a public body held electronically under this policy are to be excluded from participation in a closed session of the public body held electronically during that meeting if the closed session is convened and held in compliance with the requirements of the OMA applicable to a closed session.

b. Notice

- i. Any meeting to be held electronically shall be preceded by a notice posted at least 18 hours before the meeting on the City's website that is fully accessible to the public. The notice shall be posted on the homepage of the website or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings.
- ii. The notice of the electronic meeting shall include all of the following:
 - (1) Why the public body is meeting electronically.
 - (2) How members of the public may participate in the meeting electronically, including the Internet address to view the meeting along with instructions on how to

participate in public comment.

- (3) How members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting.
- (4) How persons with disabilities may participate in the meeting.

c. Agenda

If an agenda exists for an electronic meeting, the agenda for that meeting shall be made available to the public at least two hours before the electronic meeting begins by posting the agenda on the portion of the City's website that is fully accessible to the public. Posting of the agenda, however, shall not prohibit subsequent amendment of the agenda at the meeting.

d. Identification of the Public

The City of Muskegon shall not, as a condition of participating in an electronic meeting, require a person to register or otherwise provide his or her name or other information or otherwise to fulfill a condition precedent to attendance at the meeting. However, the City of Muskegon may require a person to identify themselves as may be necessary to permit the person to participate in the public comment period of the meeting.

Remote Participation by Members of the Public Body

a. Communication

- i. When a member of a public body is physically absent from a meeting, but attends the meeting remotely as permitted by this policy, the City of Muskegon shall utilize electronic video and/or audio services or equipment that ensures 2-way communication so that during the meeting the member can hear and be heard by other members of the public body and so that participants in the meeting can hear and be heard by the member.
- ii. For each member of a public body attending the meeting remotely, that member shall announce at the beginning of the meeting that he or she is attending the meeting remotely and shall, except when his or her absence is due to military duty, announce the member's physical location by stating the county, city, township, or village and the state from which he or she is attending the meeting remotely. These announcements must be included in the minutes of the meeting.

b. Notice

- i. When a member of a public body will be physically absent from a meeting, but will be attending the meeting remotely, the City of Muskegon shall post at least 18 hours before the meeting on the City's homepage or website dedicated to public notices for non-regularly scheduled or electronic public meetings a notice that the member of the public body will be attending the meeting remotely.
- ii. The notice shall include e-mail information about how to contact the member of the public body who will be attending the meeting remotely, so that all members of the public may contact the member to provide input or ask questions on any business that will come before the public body at the meeting.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: November 24, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the November 9, 2020 Worksession Meeting, the November 10, 2020 Regular City Commission meeting, and the November 13, 2020 Special City Commission Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION
COMMISSION CHAMBERS
933 TERRACE STREET
MUSKEGON, MI 49440

Monday, November 9, 2020
5:30 p.m.

MINUTES

2020-81

Present: Mayor Gawron, Vice Mayor Hood (arrived at 5:38 p.m.), Commissioners Rinsema-Sybenga, Emory, Johnson, Ramsey, and German

Convention Center Funding and Construction Update – City Manager

Jeff Salowitz, from Construction Simplified, owner's representative presented information to the City Commission regarding the impact of mitigating PFAS, the discovery of an oil well, and the impact of COVID-19 on the Convention Center project and the impact on the budget for the project. Mr. Salowitz presented options on potential cost mitigating items showing the maximum savings and the recommended course of action for each item.

Discussion ensued regarding the potential cost mitigating items listed, funding, and construction update.

Update to the Lot Sale Policy- Planning

Staff has prepared an updated lot sale policy that outlines procedures and incentives to direct the use and sale of vacant, city-owned residential properties. Amendments to the draft policy have been made since discussing at the October Work Session.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to further amend the Lot Sale Policy to specify that buildable lots sales will need to be approved by the City Commission and non-buildable lots will be handled through the Planning Department and that the update to the Lot Sale Policy should be reflected in the Commission Policy as well.

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

NAYS: None

MOTION PASSES

This item will be on the Regular City Commission meeting agenda for November 10, 2020 for consideration.

Marihuana Social Equity – Planning

At the November 12 Planning Commission meeting staff will be proposing to allow microbusinesses, designated consumption establishments, Class A recreational grows (up to 100 plants), Class B recreational grows (up to 500 plants), Class A medical grows (up to 500 plants) and temporary marihuana events in B-2, B-4, MC, I-1, and I-2 zoning districts with the issuance of a special use permit. In order to obtain the special use permit, the following conditions must be met:

1. The property must not be located within 500 feet of a school.
2. The site plan must demonstrate the removal of blight from the property; including dilapidated fences signs, light poles, etc.
3. Signage shall be limited to one sign, no larger than 25 square feet and shall not use the word marihuana/marijuana, cannabis or any other word or phrase which would depict marihuana/marijuana; nor may pictures of a leaf or leaves, green cross or any other rendering which would depict marihuana/marijuana be displayed on a sign or any part of the building.
4. Microbusinesses and designated consumption establishments may only operate between 8 am to 12 am.
5. Designated consumption establishments licenses may be stacked with the other license types. However, no other license type may be stacked with each other.
6. The special use permit may be revoked by the Planning Commission if odor nuisances persist.

Discussion took place regarding the proposed allowances.

Update on Rezoning Mailings - Planning

Staff is proposing to mail out the rezoning notice letters (McLaughlin, Angell, Jackson Hill neighborhoods) on November 18. The letters will note that anyone who would like to comment can do so at the December 8 City Commission meeting, where the tabled item will be addressed again. There are about 2,500 properties that will be noticed, some of them which have an owner and tenant(s).

Revised Winter Parking Plan – Public Safety

Revise (1) LO09 of the effected city ordinance (92-71), staff received information that the current ordinance was problematic in our downtown designated area. With the increase of full-time residents living downtown parking is a premium throughout the day and night. Staff is proposing a change to the downtown area to accommodate residents and business patrons that frequent the designated area.

Proposed Change – Downtown designated area – odd/even would be implemented with the hours 12:00 a.m. to 7:00 a.m. (parking allowed on one side of street that would align with the calendar/address). This will allow residents and patrons downtown to utilized parking spots both sides of the street from 7:00 a.m. until 12 Midnight on any day during the Winter Parking Ban. Currently we allow parking downtown on both sides of the street, except between the hours of 2:00 a.m. to 6:00 a.m. in which NO parking

was allowed. This proposed revision would allow street parking twenty-four hours per day, except for a seven-hour period that would allow DPW to complete necessary street maintenance during the winter months. * See the attachment for LO09 parking restrictions and downtown area designation*

Review and discuss the proposed change to the Winter Parking Ban restrictions in the Downtown area. This item will be considered at the November 24, 2020 Regular City Commission Meeting.

Lakeshore Art Festival Proposal – City Clerk

Because of COVID, the Muskegon Chamber of Commerce will no longer be conducting the popular Lakeshore Art Festival and has approached the City to see if we are willing to take it over. Carla Flanders has directed the art festival for many years and is very knowledgeable about the event. Staff has approached Carla about her willingness to continue in this role and assist staff with the Lakeshore Art Fair if the Commission decides it is the direction the City would like to go.

The proposal is a contract from November 16, 2020 through September 1, 2021. Total cost of the agreement is \$29,000 plus 10% of any profit. The agreement is broken down into 10 monthly payments of \$2,900 each. If it is decided the event could not continue because of COVID, we would not be obligated for future payments. Historically the event has made money – up to \$100,000. 2021 is unknown for obvious reasons but evaluating the numbers with Carla and being very conservative, the event could break even or make a small profit in 2021.

The event is a big undertaking and we do not feel we could do it as well without the expertise of Carla Flanders. If it is the desire of the Commission to take over the Lakeshore Art Festival, we would ask the Commission to consider building a future relationship with CMF Marketing & Events to direct the art festival and educate staff on the ins and outs of the festival.

If Commission decided to move forward with the Art Festival, I would ask the Commission to approve expenditures not to exceed \$175,000 towards expenses understanding we will be receiving funds from booth spaces, sponsorships, food sales, etc., that will offset the expenses. Any expenses over \$15,000 will be brought to City Commission for approval.

Commission discussion took place regarding this event and how to move forward with how it would be administered by the city and if it should fall under our DDA.

Mercy Health Arena Investment Partnership with Lumberjacks – Mercy Health Arena

In August, the City Commission approved the 4th Amendment to the Lumberjacks Lease, which would amend Paragraph 14 to provide rent relief to the team during COVID-19 by reimbursing their facility improvements earlier than originally planned. After further discussion with the team's ownership, they are rescinding this request and

asking that we consider an updated 4th Amendment that would allow for additional investment in the arena by ownership group. The team proposes that their ownership would fund the investments now, and be reimbursed by the city over the next several hockey seasons.

We are proposing an amendment to one section of the lease to accommodate anticipated reduced capacity at the arena:

Paragraph 14. The parties agree the amount of advanced funds to be reimbursed by the City to the Lumberjacks is ~~\$260,215.35~~ **\$381,215.35**, which shall be paid through ~~five~~ **seven** annual offsets of ~~\$52,343.07~~ against Base Rent owed by the Lumberjacks to the City ~~during the First Option Period (i.e. years 3 through 7)~~ under this Agreement. The annual offsets shall be applied to the first rents coming due to the City during each year of the First Option Period, **as follows: 2020-21 Season: \$54,459; 2021-22 Season \$54,459; 2022-23 Season; \$54,459; 2023-24 Season; \$54,459; 2024-25 Season; \$54,459, 2025-26 Season; \$54,459 2026-27 Season; \$54,461**

Detailed Improvement Summary. Most of these items are either missing from the arena today or nearing end-of life:

- Cabling for internet and phone service is not up to today's standard. Upgrading the wiring and adding free WIFI hotspot areas for visitors will help year-round with internet access downtown. Estimate total cost: **\$50,000**.
- The main concession area has a number of necessary pieces of equipment that are also failing or beyond normal life expectancy – specifically the commercial ice maker and the walk-in cooler both need to be replaced or refurbished. Our food options are significantly limited without access to a commercial hood. Estimated total cost: **\$55,000**
- Finally, there are approximately **\$13,000** in upfront expenses to kick off our efforts to host more hockey tournaments and showcases.

Discussion took place regarding the proposed amendment to the Lumberjacks Lease Agreement. This item will be considered at the November 10, 2020 Regular City Commission meeting.

Adjournment: The City Commission Worksession adjourned at 8:25 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 10, 2020 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, November 10, 2020, Commissioner Willie German, Jr., opened the meeting with a prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

Absent: Commissioner Teresa Emory

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2020-82 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the October 27, 2020 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. Update to the Lot Sale Policy Planning

SUMMARY OF REQUEST: Staff has prepared an updated lot sale policy that outlines procedures and incentives to direct the use and sale of vacant, city-owned residential properties.

Amendments to the draft policy have been made since discussing at the October Work Session and again after discussion at the November 9, 2020 Work Session.

STAFF RECOMMENDATION: To approve the lot sale policy as presented.

D. Muskegon County Designated Assessor Resolution & Interlocal Agreement
Finance

SUMMARY OF REQUEST: To authorize the signing of the Resolution and Interlocal agreement for Muskegon County Designated Assessor.

Public Act 660 of 2018 requires the appointment of a qualified individual to serve as a Designated Assessor for the County for a five-year term. The appointment must be made by December 31, 2020. This agreement must be approved by a minimum of twelve (12) local boards as the next action step in the process of appointing a Designated Assessor. Once this is complete all twelve boards will then be asked to approve that the County's Equalization Director Donna VanderVries be appointed to serve.

STAFF RECOMMENDATION: Authorize the approval and signing of the Resolution and Interlocal agreement for Muskegon County Designated Assessor.

E. 1st Quarter Budget Reforecast Finance

SUMMARY OF REQUEST: At this time staff is presenting the 1st Quarter Budget Reforecast for FY2020-21. Due to COVID-19 there are more 1st quarter changes than normal. In the General Fund we are now projecting revenues of \$31,056,304 and Expense of \$30,464,065 for a net surplus of \$592,239.

The Finance Director's 1st Quarter Budget Reforecast Highlights are attached.

STAFF RECOMMENDATION: To approve the 1st Quarter FY 2020-21 Budget Reforecast as presented.

F. Community EnCompass Infill Housing Development Agreement and Funding Economic Development – REMOVED PER STAFF REQUEST

H. CRC Recommendations City Clerk

SUMMARY OF REQUEST: To accept the resignations of: CDC – Kim Burr, HDC – Tim Painter, and ZBA – Steve Warmington.

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

Motion by Commissioner Johnson, second by Vice Mayor Hood, to accept the consent agenda as presented, except items B and G.

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

Nays: None

MOTION PASSES

2020-83 REMOVED FROM CONSENT AGENDA:

B. Expanded Beach Parking Public Works

SUMMARY OF REQUEST: Staff has worked to develop a proposed plan to expand/improve parking and pedestrian/bike facilities at Pere Marquette Park with a preliminary concept, schedule and budget presented here for discussion and consideration.

Public Works Director, Leo Evans, was in attendance and reviewed with the City Commission the proposed plan regarding expansion and improvements to beach parking. Discussion took place.

G. Updated 4th Amendment to Lumberjacks Lease Agreement City Manager

SUMMARY OF REQUEST: In August the City Commission approved the 4th Amendment to the Lumberjacks Lease, which would amend paragraph 14 to provide rent relief to the team during COVID-19 by reimbursing their facility improvements earlier than originally planned. After further discussion with the team's ownership, they are rescinding this request and asking that we consider an updated 4th Amendment that would allow for additional investment in the arena by ownership group. The team proposes that their ownership would fund the investments now, and be reimbursed by the city over the next several hockey seasons.

We are proposing an amendment to one section of the lease to accommodate anticipated reduced capacity at the arena:

Paragraph 14. The parties agree the amount of advanced funds to be reimbursed by the City to the Lumberjacks is ~~\$260,215.35~~ **\$381,215.35**, which shall be paid through ~~five~~ **seven** annual offsets of ~~\$52,343.07~~ against Base Rent owed by the Lumberjacks to the City ~~during the First Option Period (i.e. years 3 through 7)~~ under this Agreement. The annual offsets shall be applied to the first rents coming due to the City during each year of the First Option Period, **as follows:**
2020-21 Season: \$54,459; 2021-22 Season \$54,459; 2022-23 Season; \$54,459;
2023-24 Season; \$54,459; 2024-25 Season; \$54,459, 2025-26 Season; \$54,459
2026-27 Season; \$54,461

Detailed Improvement Summary. Most of these items are either missing from the arena today or nearing end-of life:

- Cabling for internet and phone service is not up to today's standard. Upgrading the wiring and adding free WIFI hotspot areas for visitors will help year-round with internet access downtown. Estimate total cost: **\$50,000.**
- The main concession area has a number of necessary pieces of equipment that are also failing or beyond normal life expectancy –

specifically the commercial ice maker and the walk-in cooler both need to be replaced or refurbished. Our food options are significantly limited without access to a commercial hood. Estimated total cost: **\$55,000**

- Finally, there are approximately **\$13,000** in upfront expenses to kick off our efforts to host more hockey tournaments and showcases.

STAFF RECOMMENDATION: Authorized the proposed 4th Amendment to the Lease Agreement.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to authorize the proposed 4th Amendment to the Lease Agreement.

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

Nays: None

MOTION PASSES

2020-84 NEW BUSINESS:

A. Sale – 219 Merrill Avenue City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to sell the city-owned home at 219 Merrill to Denisha Bartee.

The city constructed this house as part of the phase two of our infill housing program. Our contract to construct the home was \$197,464. We also anticipated \$11,844 in sales commissions. The accepted purchase price is \$190,000. The City will also contribute \$5,000 toward closing costs. The total amount requiring brownfield gap financing will be approximately \$12,750. The 6.5% gap is larger than the average 5.4% gap from the first two sales, but still significantly small than the gap anticipated in the Brownfield Plan, and also significantly smaller than gap in the initial phase of the in-fill project. (Midtown Square).

STAFF RECOMMENDATION: Authorize the City Manager to complete the sale of 219 Merrill Avenue, as described in the purchase agreement.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Ramsey, authorize the City Manager to complete the sale of 219 Merrill Avenue, as described in the purchase agreement.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Ramsey thanked Mike Franzak for his efforts

on sending notices to affected properties on a rezoning issue.

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

ADJOURNMENT: The City Commission meeting adjourned at 6:20 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 13, 2020 @ 1:00 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

REMOTE MEETING

Special Meeting

MINUTES

2020-85

Present: Mayor Stephen Gawron, Vice Mayor Eric Hood and Commissioners, Ken Johnson, Teresa Emory, Willie German, Jr., and Dan Rinsema-Sybenga, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Michael Ramsey

Tasting License for former Boar's Belly Location

Boars Belly has permanently closed their location at 333 W. Western Avenue, and there is a new interested party wishing to lease the space. West Michigan Rum Company, parent company of Burl and Sprig, is planning a collaboration with a prominent restaurant in Grand Haven for a restaurant/cocktail bar and requires a liquor license application to be approved by the local unit of government per state statute.

The Boars Belly closed its doors last fall with the intention of becoming a seasonal restaurant, but with the onset of the COVID-19 pandemic, they have elected to shut down permanently. The space is available and Burl and Sprig has a contingent lease agreement. This is dependent on them being approved by both the City of Muskegon and the LCC for an Offsite Tasting License, which allows spirits manufacturers the ability to serve samples and cocktails at a location other than their primary facilities. The two applications (one for each suite being leased) are attached to this submission for review by the City Commission. There are also two resolutions attached that must be approved either recommending or not recommending the applications, per the process provided by the Michigan Liquor

Control Commission.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the resolutions recommending license approval as presented.

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

MOTION PASSES

Public Comment: Public Comment received.

Adjournment: The meeting adjourned at 1:15 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

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: November 24, 2020	Title: 20-21 School Resource Officer Agreement
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Review and approve the School Resource Officer Agreement proposed for employment of one Muskegon Police Department officer for the 2020-2021 school year. This agreement includes a 3% increase for a total of \$24,190.40 paid to the City of Muskegon between September 2020 and June 2021.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the 2020-2021 School Resource Officer Agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

COMMUNITY OFFICER & MUSKEGON PUBLIC SCHOOLS

(Commission Action No.)

AGREEMENT

2020-2021

This Agreement is effective **August 24, 2020** through **June 11, 2021**, between the City of Muskegon, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and Muskegon Public Schools, of 349 West Webster, Muskegon, Michigan, 49440 ("MPS"), with reference to the following facts:

Background

A. City and MPS have determined that it is in each of their best interests to continue police services at the Muskegon High School ("MHS").

B. City has agreed to provide a police officer to be on patrol at MHS. At all times the officer assigned to work at MHS shall be a City police officer and, as such an employee of the City. Duties will be decided between mutual parties. However, it is agreed that a component of the role is to help establish a positive, safe learning environment at MHS and develop positive relationships with the student body.

C. MPS has agreed to pay the City a flat rate according to nine (9) months of service. The community officer will report to the MHS principal.

It is therefore agreed:

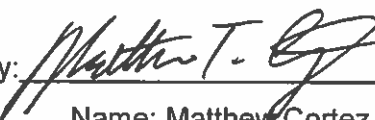
1. **Officer.** City shall provide a police officer to be on patrol at MHS during MHS's published academic calendar year, commencing **September 8, 2020** (which shall not include any published vacation days or summer school sessions. i.e. Christmas break, mid-winter break, Thanksgiving break, Professional Development days, Good Friday, Hackley Day or Memorial Day). The officer shall be present at MHS during hours which are mutually agreeable between the City and MPS.

2. **Payment.** MPS shall pay \$2,687.82 on the first of **EACH MONTH**, as invoiced, commencing **September 8, 2020** through **June 11, 2021**. Total payment will not exceed **\$24,190.40**.

3. **Term: Termination.** The term of this Agreement shall be for one year from **August 24, 2020** through **June 11, 2021**, and may be renewed annually by mutual agreement. This Agreement may be terminated before the end of its term by subsequent written agreement, which shall be signed by both parties.

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

Muskegon Public Schools

By: 

Name: Matthew Cortez

Title: Superintendent of Schools

Date: 11/2/20

City of Muskegon

By: _____

Name: Stephen J. Gawron

Title: Mayor

Date: _____

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Meeting Date: November 24, 2020	Title: 2020-2021 Winter Parking Ordinance Amendment
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Revise (1) LO09 of the effected city ordinance (92-71) , staff received information that the current ordinance was problematic in our downtown designated area. With the increase of full-time residents living downtown parking is a premium throughout the day and night. Staff is proposing a change to the downtown area to accommodate residents and business patrons that frequent the designated area.	
Detailed Summary:	
Amount Requested: n/a	Amount Budgeted: n/a
Fund(s) or Account(s): n/a	Fund(s) or Account(s): n/a
Recommended Motion: Approval of amended Parking Ordinance as it pertains to Winter Parking.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 92, Article V of the Code of Ordinances of the City of Muskegon, Michigan, Section 92-71 are amended to read as follows:

Sec. 92-71. Parking restrictions.

- (1) A vehicle shall not be parked, except if necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic-control device, excluding parking in a Marina, see section 74, in any of the following places:
 - (a) On a sidewalk;
 - (b) In front of a public or private driveway;
 - (c) Within an intersection;
 - (d) Within 15 feet of a fire hydrant;
 - (e) On a crosswalk;
 - (f) Within 20 feet of a crosswalk, or if there is not a crosswalk then, within 15 feet of the intersection of property lines at an intersection of highways;
 - (g) Within 30 feet of the approach to a flashing beacon, stop sign, or traffic control signal located at the side of a highway;
 - (h) Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone, unless a different length is indicated by an official sign or marking;
 - (i) Within 50 feet of the nearest rail of a railroad crossing;
 - (j) Within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of the entrance if properly marked by an official sign;
 - (k) Alongside or opposite any street excavation or obstruction, if the stopping, standing, or parking would obstruct traffic;
 - (l) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
 - (m) Upon a bridge or other elevated highway structure or within a highway tunnel;
 - (n) At a place where an official sign prohibits stopping or parking;

- (o) Within 500 feet of an accident at which a police officer is in attendance, if the scene of the accident is outside of a city or village;
- (p) In front of a theater;
- (q) In a place or in a manner that blocks immediate egress from an emergency exit conspicuously marked as an emergency exit of a building;
- (r) In a place or in a manner that blocks or hampers the immediate use of an immediate egress from a fire escape conspicuously marked as a fire escape providing an emergency means of egress from a building;
- (s) In a parking space clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the individual is a disabled person as described in section 19a of the Michigan Vehicle Code or unless the individual is parking the vehicle for the benefit of a disabled person. In order for the vehicle to be parked in the parking space the vehicle shall display one of the following:
 - (i) A certificate of identification or windshield placard issued under section 675 of the Michigan Vehicle Code to a disabled person.
 - (ii) A special registration plate issued under section 803d of the Michigan Vehicle Code to a disabled person.
 - (iii) A similar certificate of identification or windshield placard issued by another state to a disabled person.
 - (iv) A similar special registration plate issued by another state to a disabled person.
 - (v) A special registration plate to which a tab for persons with disabilities is attached issued under this act.
- (t) In a clearly identified access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities;
- (u) On a street or other area open to the parking of vehicles that results in the vehicle interfering with the use of a curb-cut or ramp by persons with disabilities;
- (v) Within 500 feet of a fire at which fire apparatus is in attendance, if the scene of the fire is outside a city or village. However, volunteer fire fighters responding to the fire may park within 500 feet of the fire in a manner not to interfere with fire apparatus at the scene. A vehicle parked legally previous to the fire is exempt from this subdivision;
- (w) In violation of an official sign restricting the period of time for a manner of parking;
- (x) In a space controlled or regulated by a meter on a public highway or in a publicly owned parking area or structure, or where controlled by another type of meter, if the allowable time for parking indicated on the meter or other device has expired, unless the vehicle properly displays one or more of the items listed in section 675(8) of the Michigan Vehicle Code;

(y) On a street or highway in such a way as to obstruct the delivery of mail to a rural mailbox obstruct the delivery of mail to a rural mailbox by a carrier of the United States postal service;

(z) In a place or in a manner that blocks the use of an alley;

(aa) In a place or in a manner that blocks access to a space clearly designated as a fire lane;

(LO1) On those streets that have been signed or marked for angle parking, a person shall not stop, stand, or park a vehicle other than at the angle to the curb or edge of the roadway indicated by the signs or markings. The front of the vehicle must be nearest the curb or edge of roadway and the rear of the vehicle nearest the travel portion of the roadway or parking area (no backing in);

(LO2) A person shall not stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the right hand wheels of the vehicle within 12 inches of the curb or edge of the roadway, except otherwise provided in this part;

(LO3) A person shall not stop, stand, or park a vehicle other than a bus in a bus stop or other than a taxi cab in a taxi cab stand when the stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of, and while actually engaged in, the expeditious loading or unloading of passengers, if the stopping does not interfere with any bus or taxi cab waiting to enter or about to enter the zone;

(LO4) On unimproved side or front yards of residential lots;

(LO5) Where a vehicle is abandoned as defined in MCL 257.252a or MCL 257.252b;

(LO6) Other than between painted lines in designated parking areas;

(LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. Parking on the terrace (i.e., the area between the property line and the street) is permitted from December 1 through March 1 on those streets having allowed parking on only one side of the street, but not on the paved portion of the terrace;

(LO8) In any public park, beach or other public area between the hours of 11:00 p.m. and 5:00 a.m.;

(LO9) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:

- (a) Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
- (b) Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.

- (c) Parking is allowed on both side of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Excluding the downtown designated areas, where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown designated areas

- (a) Bounded by Shoreline Drive heading easterly from Seventh Street to Spring Street, heading southerly on Spring Street from Shoreline Drive to Apple Avenue, heading westerly on Apple Avenue from Spring Street to Muskegon Avenue, heading westerly on Muskegon Avenue from Apple Avenue to Ninth Street, and heading northerly on Ninth Street to Seventh Street, heading northerly on Seventh Street from Western Avenue to Shoreline Drive; and
- (b) on Third Street from Merrill Avenue to Muskegon Avenue

Parking is allowed except between the hours of 12:00 a.m. and 7:00 a.m. except as permitted as follows. On the side of the street with even numbered addresses on even numbered calendar days, parking is allowed at all times. On the side of the street with odd numbered addresses on odd numbered calendar days, parking is allowed at all times.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

(LO10) Commercial vehicle defined: "Commercial vehicle" includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for transportation of goods, wares or merchandise, and/or all motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn:

1. No commercial vehicle shall be parked upon any street or alley for a period longer than two hours.
2. No commercial vehicle shall be parked at any angle to the line of the street or alley while loading or unloading for a period longer than one hour.
3. No commercial vehicle shall be parked at any angle to the line of the street or alley where such vehicle would prohibit the free flow of traffic.
4. No commercial vehicle shall be parked in residential areas.

(LO11) Special provisions relating to trailers and semitrailers:

1. No unattached trailer or semitrailer shall be parked on any street or alley at any time except when it is necessary to temporarily disconnect such trailer or semitrailer for convenience in loading or unloading.

2. Streets in a business district may be designated on which no trailer shall be stopped, parked or allowed to stand between the hours of 10:00 a.m. and 6:00 p.m.

3. A person who violates this section is responsible for a civil infraction.

(LO12) No vehicle shall display a "for sale" sign while parked on any public street or property;

(LO13) No person shall drive or operate a motor vehicle in any area or place other than the public streets and roadways or other such areas so designated for the vehicular travel, and no person shall drive or operate a motor vehicle along or upon any unpaved parkway except where the same is used for a driveway to enter private or public property, nor shall any person drive or operate a motor vehicle in any public park beach or other public area, except in those areas designated for vehicular travel therein.

(LO14) A person shall not allow a motor vehicle to stand on a highway or places open to the public unattended without engaging the parking brake or placing the vehicle in park, stopping the motor of the vehicle, and removing and taking possession of the ignition key. If the vehicle is standing upon a grade, the front wheels of the vehicle shall be turned to the curb or side of the highway. This section does not apply to a vehicle that is standing in a place and is equipped with a remote start feature, if the remote start feature is engaged.

(LO15) Where a daily or a seasonal pass is required, as indicated in posted signs or notices, for a motor vehicle to park, no motor vehicle shall park in such a location without the daily pass belonging to that vehicle being prominently displayed on the motor vehicle's front dashboard, the seasonal pass belonging to that vehicle being prominently affixed to the front windshield on the driver's side, or a resident's beach seasonal pass being prominently placed on the dashboard on the driver's side.

(2) A person shall not move a vehicle not owned by the person into a prohibited area or away from a curb a distance that makes the parking unlawful.

(3) A bus, for the purpose of taking on or discharging passengers, may be stopped at a place described in subsection (l)(b), (d), or (f) or on the roadway side of a vehicle illegally parked in a legally designated bus loading zone. A bus, for the purpose of taking on or discharging a passenger, may be stopped at a place described in subsection (l)(n) if the place is posted by an appropriate bus stop sign, except that a bus shall not stop at such a place if the stopping is specifically prohibited by the responsible local authority, the state transportation department, or the director of the department of state police.

(4) A person who violated this section is responsible for a civil infraction.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of _____, 2020, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date: _____, 2020

Ann Marie Meisch, MMC
City Clerk

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2020, the City Commission of the City of Muskegon amended Chapter 92, Article V of the Muskegon City Code, summarized as follows:

1. Section 92-71(LO9 is amended to permit parking during the winter in the downtown designated area at all times on the even numbered side on even calendar days and at all time on the odd numbered side on odd calendar days.

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

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

Published: _____, 2020

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

- (z) In a place or in a manner that blocks the use of an alley;
- (aa) In a place or in a manner that blocks access to a space clearly designated as a fire lane;
- (LO1) On those streets that have been signed or marked for angle parking, a person shall not stop, stand, or park a vehicle other than at the angle to the curb or edge of the roadway indicated by the signs or markings. The front of the vehicle must be nearest the curb or edge of roadway and the rear of the vehicle nearest the travel portion of the roadway or parking area (no backing in);
- (LO2) A person shall not stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the right hand wheels of the vehicle within 12 inches of the curb or edge of the roadway, except otherwise provided in this part;
- (LO3) A person shall not stop, stand, or park a vehicle other than a bus in a bus stop or other than a taxi cab in a taxi cab stand when the stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of, and while actually engaged in, the expeditious loading or unloading of passengers, if the stopping does not interfere with any bus or taxi cab waiting to enter or about to enter the zone;
- (LO4) On unimproved side or front yards of residential lots;
- (LO5) Within 50 feet of a public boat launch;
- (LO6) Other than between painted lines in designated parking areas;
- (LO7) Along or on any unpaved parkway, except where the same is used for a driveway to enter private or public property. Parking on the terrace (i.e., the area between the property line and the street) is permitted from December 1 through March 1 on those streets having

allowed parking on only one side of the street, but not on the paved portion of the terrace;

- (LO8) In any public park, beach or other public area between the hours of 11:00 p.m. and 5:00 a.m.;

(LO9) From December 1 through March 1 of each year where parking is currently allowed on both sides of the street, on street parking is modified as follows:

- a)** Parking is allowed on the side of the street with even numbered addresses on even numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
- b)** Parking is allowed on the side of the street with odd numbered addresses on odd numbered calendar days between the hours of 7:00 a.m. and 5:00 p.m.
- c)** Parking is allowed on both sides of the street all days between the hours of 5:00 p.m. and 7:00 a.m.

Where parking is currently allowed on one side of the street only, parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

In the downtown business areas:

- a)** Bounded by Shoreline Drive heading easterly from Seventh Street to Spring Street, heading southerly on Spring Street from Shoreline Drive to Apple Avenue, heading westerly on Apple Avenue from Spring Street to Muskegon Avenue, heading westerly on Muskegon Avenue from Apple Avenue to Ninth Street, and heading northerly on Ninth Street to Western Avenue, heading westerly on Western Avenue from Ninth Street to Seventh Street, heading northerly on Seventh Street from Western Avenue to Shoreline Drive; and
- b)** On Third Street from Merrill Avenue to Muskegon Avenue.

Parking is allowed except between the hours of 2:00 a.m. and 6:00 a.m.

All signed parking restrictions apply all days of the week.

This section applies to every portion of every block of every city street.

(LO10) Commercial vehicle defined: "Commercial vehicle" includes all motor vehicles used for the transportation of passengers for hire, or constructed or used for transportation of goods, wares or merchandise, and/or all motor vehicles designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn:

1. No commercial vehicle shall be parked upon any street or alley for a period longer than two hours.
2. No commercial vehicle shall be parked at any angle to the line of the street or alley while loading or unloading for a period longer than one hour.
3. No commercial vehicle shall be parked at any angle to the line of the street or alley where such vehicle would prohibit the free flow of traffic.
4. No commercial vehicle shall be parked in residential areas.

(LO11) Special provisions relating to trailers and semitrailers:

1. No unattached trailer or semitrailer shall be parked on any street or alley at any time except when it is necessary to temporarily disconnect such trailer or semitrailer for convenience in loading or unloading.
2. Streets in a business district may be designated on which no trailer shall be stopped, parked or allowed to stand between the hours of 10:00 a.m. and 6:00 p.m.

3. A person who violates this section is responsible for a civil infraction.

(LO12) No vehicle shall display a "for sale" sign while parked on any public street or property;

(LO13) No person shall drive or operate a motor vehicle in any area or place other than the public streets and roadways or other such areas so designated for the vehicular travel, and no person shall drive or operate a motor vehicle along or upon any unpaved parkway except where the same is used for a driveway to enter private or public property, nor shall any person drive or operate a motor vehicle in any public park beach or other public area, except in those areas designated for vehicular travel therein.

(2) A person shall not move a vehicle not owned by the person into a prohibited area or away from a curb a distance that makes the parking unlawful.

(3) A bus, for the purpose of taking on or discharging passengers, may be stopped at a place described in subsection (1)(b), (d), or (f) or on the roadway side of a vehicle illegally parked in a legally designated bus loading zone. A bus, for the purpose of taking on or discharging a passenger, may be stopped at a place described in subsection (1)(n) if the place is posted by and appropriate bus stop sign, except that a bus shall not stop at such a place if the stopping is specifically prohibited by the responsible local authority, the state transportation department, or the director of the department of state police.

(4) A person who violated this section is responsible for a civil infraction.

(LO14) A person shall not allow a motor vehicle to stand on a highway or places open to the public unattended without engaging the parking brake or placing the vehicle in park, stopping the motor of the vehicle, and removing and taking possession of the ignition key. If the vehicle is standing upon a grade, the front wheels of the vehicle shall be turned to the curb or side of the highway. This

for the purpose of repairing the vehicle; provided that the location of the vehicle does not violate the zoning ordinance.

- (4) One seasonal vehicle; provided that it must be currently licensed, and, if it is not currently licensed, it must be stored in a legally erected building as described in subsection (b)(1) of this section.

(Ord. No. 2038, § 12-58, 12-12-2000)

Sec. 92-56. Notice of violation; removal; impounding; penalty.

(a) Whenever any junk vehicle is found, a written notice shall be delivered in person or by first class mail to the owner of the junk vehicle and the owner or occupant of the private property on which the vehicle is located. An additional notice shall be affixed to a conspicuous part of the vehicle. The notice shall describe the violation of this article and shall require the removal of the violation within seven days. If the violation is observed to exist after seven days, a municipal civil infraction ticket for such violation may be issued. The city may determine, with appropriate authority, such as a court order or the property owner or occupant's permission or failure to respond to the notice, to peaceably enter the property to correct the violation, including removal or impounding of the vehicle at a disposal site.

(b) If a vehicle is removed and impounded by the city at a location where there will be impounding fees or charges, it shall give appropriate or required notice to the registered owner of the vehicle and to the state; provided that the notice shall not designate the vehicle as abandoned. The notice shall indicate that the vehicle will be disposed of by sale if the owner fails to redeem the vehicle by paying any charges or fees occasioned by the removal, impounding or storage of the vehicle.

(c) The direct cost of any enforcement action, including a 15 percent surcharge for overhead and indirect costs, shall be charged to the owner or occupant of the property, as well as any owner of the vehicle, and in addition shall be levied

against the property and collected in the manner of real property taxes, and shall constitute a valid tax lien against the premises if unpaid.

(d) Any person who violates or fails to comply with the provisions of this article shall be responsible for a municipal civil infraction. Each act in violation of any of the provisions thereof shall be deemed a separate municipal civil infraction. In connection with and in addition to the municipal civil infraction, the city may request supplemental relief and/or other remedies as available to the city. Municipal civil infraction penalties shall be as set forth in the schedule of municipal civil infraction fines in section 46-204. (Ord. No. 2038, § 12-59, 12-12-2000)

Secs. 92-57—92-70. Reserved.

ARTICLE V. LOCAL PARKING RESTRICTIONS

Sec. 92-71. Parking restrictions.

(1) A vehicle shall not be parked, except if necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic-control device, in any of the following places:

- (a) On a sidewalk;
- (b) In front of a public or private driveway;
- (c) Within an intersection;
- (d) Within 15 feet of a fire hydrant;
- (e) On a crosswalk;
- (f) Within 20 feet of a crosswalk, or if there is not a crosswalk then, within 15 feet of the intersection of property lines at an intersection of highways;
- (g) Within 30 feet of the approach to a flashing beacon, stop sign, or traffic control signal located at the side of a highway;
- (h) Between a safety zone and the adjacent curb or within 30 feet of a point on the curb immediately opposite the end of a safety zone, unless a different length is indicated by an official sign or marking;

section does not apply to a vehicle that is standing in a place and is equipped with a remote start feature, if the remote start feature is engaged.

(Ord. No. 2331, 12-9-2014; Ord. No. 2350, 3-22-2016; Ord. No. 2376, 9-26-2017; Ord. No. 2394, §§ 1, 2, 12-11-2018; Ord. No. 2396, § 1, 12-18-2018; Ord. No. 2397, § 1, 12-18-2018)

State law references—Uniform Traffic Code, MCL 257.951 et seq.; Michigan Vehicle Code, MCL 257.1 et seq.

Sec. 92-72. Snow emergency.

(1) *No parking during snow emergency.* Except as otherwise provided in this article, no person shall park any vehicle and/or trailer on any street during a declared snow emergency. Permits for on-street parking issued under any ordinance or authority of the city shall not be valid during a declared snow emergency.

(2) *Declaration of emergency.*

- (a) In the interest of the public health, safety and welfare and at the request of appropriate municipal staff, the mayor or, in his/her absence, the vice mayor or, if neither are available, the city manager may declare a snow emergency whenever ice or snow has accumulated or is significantly likely to accumulate to such an extent as to impede safe travel upon the city streets.
- (b) Upon declaration of a snow emergency, the city's designated representative shall immediately publicize the snow emergency and parking prohibition in a manner reasonably calculated to inform the public of the requirements of this article. The snow emergency shall be effective six hours after its initial declaration and publication.

(3) *Time limit for removal of parked vehicle—Impoundment conditions and penalties.*

- (a) Within six hours of the declaration of the snow emergency, any motor vehicle or trailer on any street, road or avenue within the city shall be removed.
- (b) The city is hereby authorized to remove any vehicle and/or trailer which is parked

on any street during a declared snow emergency and to transport the same to an impound facility designated by the city. Towing, storage and impound fees shall be charged to the owner of the vehicle and/or trailer impounded. All impounding fees shall be paid prior to the return of the vehicle or trailer to the owner.

- (c) In addition to liability for towing, storage and any other impound fees related to removal of a vehicle and/or trailer from the street during a declared snow emergency, the registered owner and/or driver of such vehicle may be ticketed for violation of this article. Such a violation shall constitute a civil infraction.

(4) *Termination.*

- (a) Whenever the mayor, or in the absence of the mayor the vice mayor, or in the absence of both then the city manager, finds the conditions which gave rise to a snow emergency no longer exist, it shall be terminated by notice given substantially in the same manner it was declared.
- (b) In the absence of an official termination of the snow emergency, the parking prohibition shall be lifted on those streets where the city has completed snow plowing from curb to curb for the length thereof lying between two successive street intersections and the snow or sleet has stopped.
- (c) In the absence of (a) or (b) above, the snow emergency shall terminate automatically 48 hours after the effective time of the declaration unless the emergency has been extended and notice of said extension has been given in substantially the same manner the emergency was first declared.

(5) *Presumption that owner parked vehicle or trailer.* In any proceeding for a violation of this chapter, proof that the motor vehicle or trailer described in the complaint was parked in violation of such chapter, together with proof that the

- (i) Within 50 feet of the nearest rail of a railroad crossing;
- (j) Within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of the entrance if properly marked by an official sign;
- (k) Alongside or opposite any street excavation or obstruction, if the stopping, standing, or parking would obstruct traffic;
- (l) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
- (m) Upon a bridge or other elevated highway structure or within a highway tunnel;
- (n) At a place where an official sign prohibits stopping or parking;
- (o) Within 500 feet of an accident at which a police officer is in attendance, if the scene of the accident is outside of a city or village;
- (p) In front of a theater;
- (q) In a place or in a manner that blocks immediate egress from an emergency exit conspicuously marked as an emergency exit of a building;
- (r) In a place or in a manner that blocks or hampers the immediate use of an immediate egress from a fire escape conspicuously marked as a fire escape providing an emergency means of egress from a building;
- (s) In a parking space clearly identified by an official sign as being reserved for use by disabled persons that is on public property or private property available for public use, unless the individual is a disabled person as described in section 19a of the Michigan Vehicle Code or unless the individual is parking the vehicle for the benefit of a disabled person. In order for the vehicle to be parked in the parking space the vehicle shall display one of the following:
 - (i) A certificate of identification or windshield placard issued under section 675 of the Michigan Vehicle Code to a disabled person.
 - (ii) A special registration plate issued under section 803d of the Michigan Vehicle Code to a disabled person.
 - (iii) A similar certificate of identification or windshield placard issued by another state to a disabled person.
 - (iv) A similar special registration plate issued by another state to a disabled person.
 - (v) A special registration plate to which a tab for persons with disabilities is attached issued under this act.
- (t) In a clearly identified access aisle or access lane immediately adjacent to a space designated for parking by persons with disabilities;
- (u) On a street or other area open to the parking of vehicles that results in the vehicle interfering with the use of a curb-cut or ramp by persons with disabilities;
- (v) Within 500 feet of a fire at which fire apparatus is in attendance, if the scene of the fire is outside a city or village. However, volunteer fire fighters responding to the fire may park within 500 feet of the fire in a manner not to interfere with fire apparatus at the scene. A vehicle parked legally previous to the fire is exempt from this subdivision;
- (w) In violation of an official sign restricting the period of time for a manner of parking;
- (x) In a space controlled or regulated by a meter on a public highway or in a publicly owned parking area or structure, if the allowable time for parking indicated on the meter has expired, unless the vehicle properly displays one or more of the items listed in section 675(8) of the Michigan Vehicle Code;
- (y) On a street or highway in such a way as to obstruct the delivery of mail to a rural mailbox obstruct the delivery of mail to a rural mailbox by a carrier of the United States postal service;

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 27, 2020	Title: Ramos Towing Agreement
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Extension of the current contract with Ramos Towing for (2) two years. The next renewal date will be January 1 st 2023. No changes to the current service and fee schedule is expected during the 24 (twenty-four) month extension.	
Detailed Summary:	
Amount Requested: Per service rendered	Amount Budgeted:
Fund(s) or Account(s): 101-40301-5346	Fund(s) or Account(s):
Recommended Motion: Approve a 24 (twenty-four) month service agreement with Ramos Towing.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



October 1, 2020

Chief Lewis

980 Jefferson St

Muskegon MI 49440

Dear Chief Lewis and City of Muskegon Police Department;

Ramos Towing is willing to extend our current contract for the next two years ending January 1st, 2023.

Thank you for the opportunity to serve the City of Muskegon with its towing needs.

Sincerely,

A handwritten signature in black ink that reads 'Mary Beth Ramos'.

Mary Beth Ramos

Ramos Towing



Towing 733-1597
(fax) 733-4441
2444 S. Getty St.
Muskegon, MI 49444
RamosAutobody.com

TOWING AGREEMENT

This Towing Agreement is made on December 11, 2018: between the **City of Muskegon**, Michigan Municipal Corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Ramos Towing**, with offices at **2444 S. Getty Street, Muskegon, MI**, ("Contractor").

Recitals

A. Contractor operates a vehicle towing service, impound service and facility licensed by the State of Michigan; and,

B. City desires to retain Contractor to operate a vehicle towing service, impoundment service and facility pursuant to the terms and conditions of this Agreement.

Therefore, the parties mutually agree as follows:

1. **Retention of Contractor.** City retains Contractor as an independent contractor to operate a towing and wrecker service and impoundment facility for the storage of certain motor vehicles for the City pursuant to the terms and conditions of this Agreement. City agrees to exclusively utilize Contractor's towing and wrecker service and impoundment facility, providing the owner/operator of said motor vehicle does not expressly select some other alternative and reasonable provider of said services. Notwithstanding the foregoing, City may call another towing company if Contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services as provided by this Agreement. The City reserves the right to hire specialized equipment outside the scope of this Agreement when needed, i.e., mobile cranes, or other heavy equipment which might be needed for special situations. The parties specifically agree that all fees, charges and expenses incurred by Contractor in performance of this Agreement are **not** City's obligation, and all collection attempts will be directed to the owner/operator of the subject motor vehicle.

2. **Term.** The term of this Agreement will commence on **January 14, 2019** and will continue until **January 13, 2021**, unless earlier terminated by City pursuant to Section 10. City will have the unilateral option to extend this Agreement for two additional one-year terms under the same terms and conditions of this Agreement if, in City's sole discretion, the extension is in the City's best interest. This

extension will be exercised by the City providing written notice to Contractor at least 60 days prior to the termination date.

3. **Duties of Contractor.** Contractor will operate a vehicle towing service, impound service and facility seven days a week, 24 hours a day, in such a manner that Contractor can be reached by telephone at all times by Muskegon Central Dispatch, the Muskegon Police Department, and the Muskegon Department of Public Works. Contractor will tow and/or store all motor vehicles, including tractors and trailers, directed to be towed and/or stored by the City's agents and employees.

a. **Equipment.** At all times during the term of this Agreement, Contractor will own and keep in good operating condition the following equipment:

- i. FCC licensed radio dispatched wreckers;
- ii. Set of dollies;
- iii. Equipment for changing tires, air tanks for inflating tires, tools for lock-outs;
- iv. Booster battery or cables for starting cars or trucks;
- v. Fire extinguishers, flares;
- vi. Extra chains, pry bar, broom and shovel, bucket, oil dry;
- vii. Two standard wreckers fully equipped as specified herein and one large heavy-duty wrecker capable of handling trucks, trailers, semi-trailers, and other large vehicles, up to a gross weight of 50 tons;
- viii. Power winch on each unit set forth in (vii) above; and,
- ix. Gross vehicle weight per wrecker unit rating of not less than 8,000 pounds, and the manufacturer's specifications for rated capacity of at least one ton.
- x. Wrecker for 50 ton vehicles (or sub contracted for this equipment)

All equipment must be maintained in good working order to safely perform the service required by this Agreement, and conform to the standards, requirements and regulations mandated by federal, state, county

and City agencies.

All towing vehicles will be equipped with communication devices capable of covering all of the territory within the City limits and its immediate bordering jurisdictions and will be subject to periodic inspections by the City regarding their mechanical condition.

Contractor will keep the City informed of the number of tow trucks it has available for use in the performance of this Agreement, including the year, make, model, and capacity. This information must be supplied to the Director of Public Safety.

Contractor will display the company name and phone number prominently on each of its vehicles used in accordance with this Agreement.

b. **Facility.** At all times during the term of this Agreement, Contractor's towing and impound service facility must:

- i. be located within Muskegon County;
- ii. contain a heated, secure building;
- iii. have a fenced area able to accommodate up to 75 vehicles;
- iv. comply with the laws of Michigan and the City of Muskegon;
- v. have prominently posted a list of towing and storage charges, hours of operation as approved by the City, as well as the Contractor's business telephone number; and,
- vi. be maintained in a clean and presentable condition.

c. **Fees.** At all times during the term of this Agreement, Contractor will abide by the table of fees attached to Contractor's bid documents, which is incorporated herein and made a part hereof as **Appendix A**. Any customer service, including accidents, impounds or private tows, received through a request of the City, will be invoiced according to this fee schedule. Notwithstanding the foregoing, if a vehicle is impounded for evidence, contractor agrees that all storage fees will cease and tow fees in certain exigent circumstances relating to victims may be waived at the sole discretion of the Director of Public Safety.

During the term of this Agreement, Contractor may not increase its fees except upon prior approval granted by the Muskegon City Commission, following review and recommendation by the Muskegon Police Department and/or Department of Public Works.

Contractor will charge only for equipment actually needed and requested by City at the scene.

City reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook up, without either the City or owner or operator incurring any charges. If the owner of the vehicle arrives on scene before the vehicle is towed, and the vehicle can be safely moved by the owner in the opinion of the police officer in charge at the scene, no charges will be incurred and the vehicle will be released to the owner.

Contractor will not charge storage fees for any day Contractor is closed to the general public. Contractor will not charge storage fees for the first 24 hours of storage.

d. **Personnel Qualifications.** Contractor will maintain adequate staffing in order to insure proper and timely response to any and all police requirements for impounding vehicles. Contractor will provide the City with a list of the names and addresses of all current operators/drivers and will notify the City of all changes in operators/drivers. Every operator/driver will:

- i. be competent by reason of demonstrated experience or training, in the sole judgment of the City, to safely operate the type of tow truck used by the impound service;
- ii. possess the ability to rig, move, pick up and transport vehicles without increasing the original damage, insofar as possible;
- iii. be free from the influence of alcoholic beverages, narcotics, or dangerous drugs while on duty;
- iv. be familiar with the ordinances, rules and regulations pertaining to tow trucks; and,
- v. be licensed as provided by applicable federal, state and local laws and ordinances.

e. **Expenses.** Contractor will be solely responsible for all expenses incurred by Contractor, its agents and employees, in connection with the performance of this Agreement.

f. **Auctions.** Contractor will be responsible for the holding of public auctions for abandoned vehicles, furnishing all documentation attendant to any sale at said auction, paying for the auctioneer, and paying for the public notice advertised in the local daily newspaper. Contractor agrees to hold said

auctions under the supervision of the Muskegon Police Department. Auctions will be conducted based on the number of vehicles held, but not less than once per calendar quarter. If no bids are received at the auction, Contractor will become the owner of the vehicle or group of vehicles and will be responsible for disposal. Public auctions will comply with State law. Contractor shall be responsible for \$55 city fee for each impounded vehicle sold at auction.

g. **Storage of Vehicles.** All vehicles impounded will be stored in a storage lot or building which is fenced with all gates securely locked and a responsible person in charge of the business 24 hours a day that may be called to respond to the lot by someone from the City. Vehicles stored in the building or storage yard will be parked so as to allow one foot of space between vehicles. Storage charges will not be assessed for the first 24 hours of storage.

h. **Release of Vehicles.** The owner of an impounded vehicle or authorized representative of the owner will be required to have a signed approval by the City's Police Department prior to the vehicle being released. Whenever impounded vehicles are claimed by the owner, Contractor will provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee. Contractor will make every reasonable effort to verify that the individual claiming a stored vehicle is the actual owner or authorized representative of the owner before the vehicle is released.

i. **Hours of Operation.** Contractor will be available and capable of providing towing services 24 hours a day on each and every day (365 days a year) during the term of this Agreement. Contractor will be open to the general public from 8:00 am through 5:00 pm, Monday through Friday, on each and every week during the term of this Agreement to release motor vehicles to their rightful owners. No storage fees may be charged by Contractor for any day that the business is closed to the general public.

j. **Services.** Contractor will have a tow truck at the scene in a timely manner to tow vehicles as requested by the City. Furthermore, Contractor will clean up accident debris from the street upon response to accident scenes. If clean-up is requested and towing is not required there will be no clean-up charge to the City. Clean-up will be deemed completed when inspected and approved by the City official in charge at the scene. If Contractor does not arrive at the requested location within 25 minutes, the police officer or City employee may have the vehicle towed to Contractor's yard at Contractor's expense, and Contractor will accept the vehicle for storage.

At the towing scene, or upon reasonable dispatch thereafter, Contractor must provide the owner or operator of the motor vehicle with a written list itemizing towing fees, storage rates and other expenses. Additionally, Contractor

must advise in writing the owner/operator of the right to remove any and all unattached personal property from the motor vehicle at the impoundment yard.

k. **Driving of Vehicles.** Neither Contractor nor any of its employees and/or agents will at any time drive or remove from the premises any motor vehicles placed with Contractor for storage purposes, except with the written permission of the owner of the motor vehicle or by operation of law.

l. **Recommendation of Repair or Collision Shop.** Under no circumstances will Contractor recommend a repair or collision shop to the vehicle owner/operator.

4. **Recordkeeping and Documentation.** Contractor will maintain all required records and complete all necessary forms for the state of Michigan, Muskegon Police Department, and the Muskegon Department of Public Works. Contractor will maintain all records relating to the disposition of impounded vehicles for a period not less than four years, and the City will have the right to inspect, copy and audit these records during any business hours.

a. **Invoices.** A written or computerized record or invoice will be kept by Contractor and include the following information for each vehicle:

- i. Vehicle identification number;
- ii. Gross vehicle weight rating;
- iii. Year, make, and model of vehicle;
- iv. Name of owner of vehicle;
- v. Details of all services rendered regarding vehicle;
- vi. Location from which the vehicle was towed or impounded;
- vii. Mileage of the vehicle; and,
- viii. Any other information the City may require.

These records will be maintained and kept throughout the term of this Agreement (plus one year following the termination of this Agreement) and will be made available to the City for inspection upon request.

b. **Monthly Audit.** A monthly audit will be conducted by Contractor of all vehicles impounded, including the reason the vehicle was impounded. The audit will be submitted to the City's Police Department by the fifteenth day of the following month. Any invoice for special equipment or added services which exceed the standard towing fees will be

specifically itemized and contain written justification for such additional fees.

5. **Independent Contractor.** Contractor is an independent contractor and not an employee of the City. Neither the Contractor, nor the Contractor's employees or subcontractors, will be entitled to any or additional insurance, health, retirement or similar benefits which are or may become available to City employees, as a result of this Agreement. In addition, current or future City employees or agents will not be construed or considered to be employees or agents of Contractor.

6. **Taxes.** Contractor will be solely responsible for the payment and withholding of any and all taxes, levies and assessments under any federal, state or local law and will provide for the payment of taxes on or for income, unemployment, old age, social security, workman's compensation, or any other taxes with respect to the Contractor, the Contractor's employees or subcontractors in connection with the work performed pursuant to this Agreement.

7. **Insurance.**

a. **Liability Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance and vehicle liability insurance, including coverage of all operations as a towing service and name the City as co-insured in at least the following amounts:

- i. Comprehensive general liability insurance in an amount not less than \$1,000,000 for each occurrence;
- ii. Vehicle liability insurance in an amount no less than \$1,000,000 for each occurrence;
- iii. An umbrella policy for liability insurance covering any and all of such risks in an amount not less than \$1,000,000; and,
- iii. A garage keeper's insurance policy in the amount of not less than \$250,000.

Contractor will provide City with copies of these insurance policies.

b. **Worker's Compensation Insurance.** During the term of this Agreement Contractor must maintain in full force and effect, workers compensation insurance with limits established under state law, and provide City with a copy of the appropriate certificate evidencing same.

8. **Warranty.** Contractor warrants and represents that it is familiar with the towing and impoundment requirements of the City and is capable of rendering all services as required in this Agreement. Contractor acknowledges that it has made a thorough independent investigation as to its undertakings under this Agreement and as to the actual conditions and requirements of the work and the amount of work to be done.

Contractor acknowledges that the City has not made and does not make any warranties or representations with respect to the City's obligations set forth in this Agreement except as provided in this Agreement.

9. **City Inspections.** Contractor will allow members of the City of Muskegon Police Department or other authorized City representatives to inspect the Contractor's lot or building, stored vehicles, office or other buildings and records relative to this Agreement whenever it is deemed necessary by the City. City reserves the right to conduct an audit at least twice a year of all bills and records relative to this Agreement. Contractor agrees to provide access to the records for inspection by the City and its auditors.

10. **Cancellation of Agreement.** This Agreement may be canceled by City upon two days written notice, delivered by hand or sent by ordinary mail addressed to the Contractor at Contractor's address provided in this Agreement. This Agreement may be cancelled, if, in the sole judgment of the City's Director of Public Safety, the Contractor has not performed according to the terms of this Contract.

This Agreement may be canceled by the Contractor upon 60 days written notice to City's Director of Public Safety.

11. **Indemnification.** Except as otherwise provided in this Section, City and its elected officials, appointed officials, employees and agents (collectively hereinafter referred to as the "Indemnified Persons"), will not be liable to Contractor for any reasons. Contractor will indemnify and hold City and the Indemnified Persons harmless from any loss, expenses, or liability of any nature (including attorneys' fees) due to any and all suits, demands, actions, legal or administrative proceedings or claims arising or resulting from or in connection with:

a. Any act or failure to act including negligence or misrepresentation by the City or any Indemnified Person, whether attributable to the City or Contractor in connection with or resulting from this Agreement, the operations of Contractor, or any other activity; provided however, that Contractor will not be obligated to indemnify the City or any Indemnified Person under this Section including costs and counsel fees if a court of competent jurisdiction finds that the liability in question was caused by the intentional misconduct or gross negligence of the City and any Indemnified Person unless the court determines that,

despite the adjudication of liability but in view of all circumstances of the case, the City or any Indemnified Person is fairly and reasonably entitled to indemnification which the court considers proper; and/or

b. The negligent performance by Contractor or its agents, employees, or officers of any work purportedly authorized to be performed under this Agreement; and/or

c. Any loss or damage connected to or resulting from any work performed or authorized to be performed under this Agreement; and/or

d. Any injury or damage to any person or property arising out of this Agreement or the Contractor's performance of this Agreement.

If any action or proceeding is brought against the City or any Indemnified Person, connected to or resulting from any work performed or authorized to be performed under this Agreement, that action or proceeding will be defended by counsel to the City or the Contractor as City will determine. If the defense is by counsel to the City, the City will pay the costs of that defense including its counsel fees. If the City determines that the Contractor will defend the City or an Indemnified Person, the Contractor will immediately assume the defense at its sole costs.

The Contractor and the City agree to act cooperatively in the defense of any action brought against the City and the Contractor to the greatest extent possible. The City agrees that it will not settle any action or proceeding against it without prior written consent of the Contractor, unless the City has provided written notice to the Contractor of its decision to waive any right to indemnification for the proposed settlement (including any costs, expenses or counsel fee associated therewith).

Contractor will also indemnify City for all costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Contractor under this Agreement.

12. **Non-Discrimination.** Contractor covenants not to discriminate on the basis of race, color, religion, or national origin against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his/her hire, compensation, tenure, terms, conditions or privileges of employment, and Contractor further covenants not to so discriminate against any other person using or attempting to use the facility and services described in this Agreement. Further, Contractor covenants to require similar covenants on the part of any sub-contractor(s) or agent(s) employed in the performance of this Agreement. Contractor will furnish his services on a fair, equal, and non-

discriminatory basis to all users.

13. **Prevention and Satisfaction of Liens.** Contractor agrees not to file, assert, prosecute, and will not allow construction, mechanic's or material men's liens to be filed or continued against any City property for services performed, or for materials, machine ~~y~~ or equipment furnished in connection with the work to be performed by Contractor or by Contractor's sub-contractors. If any such lien is nevertheless filed, Contractor agrees, at Contractor's expense, to take any and all steps necessary and proper for the release, satisfaction and discharge of said lien.

14. **Permits and Licensing.** Contractor agrees to comply with all federal, state and local laws, ordinances, rules regulations and requirements that are now, or may in the future become, applicable to Contractor's business or equipment for the work to be performed pursuant to this Agreement. Contractor will provide employees who possess a Commercial Driver's License with the appropriate designation with providing service under this Agreement. It is Contractor's responsibility to provide services in compliance with the Americans' Disabilities Act. Contract will also meet the requirements of the Michigan Commercial Driver's License Standards, Federal Drug Free Workplace Act, the Elliott-Larson Act, the Michigan Civil Rights Act, and any other applicable employee related legislation.

15. **State of Michigan Abandoned Vehicle Fee.** Contractor agrees not to charge a customer the State of Michigan abandoned vehicle fee until the customer's vehicle is entered into the LEIN system as an abandoned vehicle. If Contractor fails to comply with this Section, then Contractor agrees to fully reimburse the customer, and pay City two times the amount of the abandoned vehicle fee (currently \$40-so, Contractor would pay City \$80 per occurrence). Contractor shall abide by state law and pay the required abandon vehicle fees to the Michigan Secretary of State.

16. **Default.** It is expressly agreed between the parties that if the impoundment or storage facilities described in this Agreement are vacated, abandoned or not maintained or operated in accordance with this Agreement, or if Contractor attempts to sell, convey or assign this Agreement, or if Contractor fails to provide notices in a timely and proper manner in accordance with Public Act 1981, No. 104 as amended, or if Contractor defaults in any of the terms of this Agreement, or if Contractor fails to comply with any statutes, ordinances, rules, orders, regulations, or requirements of the federal, state and/or City government or of any and all of their departments and bureaus applicable to the premises and operations described in this Agreement, or if the Contractor files a petition in bankruptcy or be adjudicated as bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, City may elect to terminate this Agreement immediately and, if City elects to terminate this

Agreement because of the violation of this paragraph, upon such termination Contractor will compensate City for the loss suffered by reason of the termination and the default hereunder.

17. **Right to Control.** Contractor agrees to perform and supervise all work under this Agreement efficiently and in accordance with the highest standards of the industry. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for completing the work.

18. **Miscellaneous.**

a. **Sale or Assignment.** This Agreement may not be assigned or sub- contracted without the City's prior written consent. Contractor's owner(s) agree not to sell or assign their interest, including their stock, membership interest, or assets in Contractor without City's prior written consent.

b. **Validity.** The invalidity of any portion of this Agreement will not affect the remainder of the Agreement, unless the City so elects. Unless the City elects otherwise, if any terms of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, the validity of the other terms of this Agreement shall not be affected and shall remain in full force and effect.

c. **Governing Law.** This Agreement will be governed by the laws of the State of Michigan.

d. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

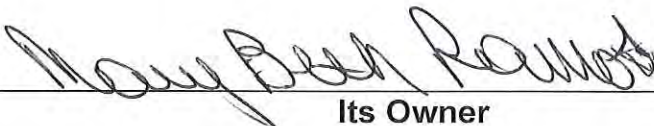
e. **Amendments.** All amendments to this Agreement must be made in writing and signed by City and by Contractor.

The parties have signed this Agreement the date first above set forth.

City of Muskegon, a Michigan Municipal Corporation

By  _____
Its Mayor

Contractor – Ramos Towing

By  _____
Its Owner



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11-24-2020	Title: Social District Permit recommendation
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.	
Detailed Summary: With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial eight such requests at your Aug. 25 and Sept. 8 meetings. The attached resolution is for Ingalls Business AQ (dba Mike's Inn) which is also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Social District Permit Application

Part 1 - Licensee Information

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

Licensee name: <u>Ingalls Business A&Q (DBA) Mikes Inn</u>		
Address: <u>555 W. Western Ave</u>		
City: <u>MacKegon</u>	State: <u>MI</u>	Zip Code: <u>48441</u>
Contact Name: <u>Billy Ingalls</u>	Phone: <u>231 740 6517</u>	Email: <u>bimgalls2@charter.net</u>

Part 2 - Required Documents & Fees

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

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

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

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

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

<u>William Ingalls President</u>	<u>William Ingalls</u>	<u>11/5/20</u>
Print Name of Licensee & Title	Signature of Licensee	Date

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

RESOLUTION RECOMMENDING DOWNTOWN MUSKEGON SOCIAL DISTRICT

PERMIT APPLICATION APPROVAL

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held virtually and at Muskegon City Hall, 933 Terrace, Muskegon, MI 49440 on the 24th day of November, 2020 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Social District Permit Applications from the following licensees are recommended by the City Commission to consideration and approval by the Michigan Liquor Control Commission:
 - a. Ingalls Business AQ (dba Mike's Inn), 555 W. Western Ave, Muskegon, 49441.
 - b.
2. The City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Stephen J Gawron, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on November 24, 2020 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, in addition to Public Act 228 of 2020, and that the minutes of said meeting were kept and will be or have been made available as required by said Acts.

Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: November 24, 2020	Title: MERS Defined Benefit Plan Adoption Agreements Addendum
Submitted By: Beth Lewis	Department: Finance
Brief Summary: MERS of Michigan our Pension Plan Administrator is asking all clients to complete and update plan adoption agreement so they can ensure the details of our plans are accurately documented. Staff is asking for your approval of the Defined Benefit Plan Agreement Addendums presented.	
Detailed Summary: MERS of Michigan is asking the City of Muskegon to review and update our Defined Benefit Plan Adoption Agreements for each of our six divisions, Non Union, Clerical, 517m DPW, Police Patrol, Police Command and Fire. I have attached the Plan Adoption Agreement Addendums for each division. Please note we have not changed any of the provisions of our plans , this is a MERS request so they can ensure accuracy. Please note that the Addendums for our Defined Contribution Plans will be brought to you at our next meeting.	
Amount Requested: N/A	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the MERS Defined Benefit Plan Adoption Agreement Addendums 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:	

Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 61160101

Division name on file with MERS NonUnion Gen

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Administrative Assistants, Department Heads, Supervisory Staff, Information Technology employees

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160101

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1300</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160101

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

150 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: pd medical, admin leaves Additional leave types as above	☒	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160101

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160101

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---|
| ☒ Salary or hourly wage X hours | ☒ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|---|---|
| ☒ Shift differentials | ☒ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☐ Other: _____ |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|--|---|
| ☒ PTO cash-out | ☒ Educational degrees |
| ☒ Longevity | ☐ Moving expenses |
| ☒ Bonuses | ☒ Sick payouts |
| ☒ Merit pay | ☒ Severance (if issued as lump sum) |
| ☒ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☒ NO ☐

- | | |
|---|---|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☒ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

- | | |
|---|---------------------------------------|
| ☒ Defined Benefit employee contributions | ☐ Other: _____ |
| ☒ MERS Health Care Savings Program employee contributions | |

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|--|---|
| ☐ Clothing reimbursement | ☐ Group term life insurance > \$50,000 |
| ☒ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160101

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 11/24/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 61160111

Division name on file with MERS Clerical

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Clerical Staff

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160111

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160111

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

150 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: <u>pd sick or medical leave, admin leave</u> Additional leave types as above	☒	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160111

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160111

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|---|---|
| ☒ Salary or hourly wage X hours | ☒ On-call pay |
| ☐ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|---|---|
| ☒ Shift differentials | ☒ Severance issued over time (weekly/bi-weekly) |
| ☐ Overtime | ☐ Other: _____ |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|--|---|
| ☒ PTO cash-out | ☒ Educational degrees |
| ☒ Longevity | ☐ Moving expenses |
| ☒ Bonuses | ☒ Sick payouts |
| ☒ Merit pay | ☒ Severance (if issued as lump sum) |
| ☒ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☒ NO ☐

- | | |
|---|---|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☒ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☒ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

- | | |
|---|---------------------------------------|
| ☒ Defined Benefit employee contributions | ☐ Other: _____ |
| ☒ MERS Health Care Savings Program employee contributions | |

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|--|---|
| ☐ Clothing reimbursement | ☐ Group term life insurance > \$50,000 |
| ☒ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160111

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 11/24/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 61160112

Division name on file with MERS DPW 517M

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Public works employees including vehicle maintenance, water and sewer workers, highway workers, engineering staff, code enforcement workers

Employee classification contains **public safety employees:** ☐ Yes ☒ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160112

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160112

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

150 hours in a month.

2. Leaves of Absence

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Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: Pd sick or medical leave, admin leave Additional leave types as above	☒	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160112

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

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Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160112

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---|
| ☒ Salary or hourly wage X hours | ☒ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|---|---|
| ☒ Shift differentials | ☒ Severance issued over time (weekly/bi-weekly) |
| ☒ Overtime | ☐ Other: _____ |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|--|---|
| ☒ PTO cash-out | ☒ Educational degrees |
| ☒ Longevity | ☐ Moving expenses |
| ☒ Bonuses | ☒ Sick payouts |
| ☒ Merit pay | ☒ Severance (if issued as lump sum) |
| ☒ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☒ NO ☐

- | | |
|---|---|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☒ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | |
| ☐ Workers compensation premiums | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Short- or Long-term disability premiums | ☐ Other: _____ |

Mandatory Contributions apply: YES ☒ NO ☐

- | | |
|---|---------------------------------------|
| ☒ Defined Benefit employee contributions | |
| ☒ MERS Health Care Savings Program employee contributions | ☐ Other: _____ |

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|--|---|
| ☐ Clothing reimbursement | ☐ Group term life insurance > \$50,000 |
| ☒ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160112

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 11/24/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 61160121

Division name on file with MERS PolicePatrol

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Patrol officers

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160121

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per year.	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160121

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

150 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: Pd sick or medical leave, admin leave Additional leave types as above	☒	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160121

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160121

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours

☒ On-call pay

☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ Other: _____

Other Wages apply: YES ☒ NO ☐
☒ Shift differentials

☒ Severance issued over time (weekly/bi-weekly)

☒ Overtime

☐ Other: _____

Lump Sum Payments apply: YES ☒ NO ☐
☒ PTO cash-out

☒ Educational degrees

☒ Longevity

☐ Moving expenses

☒ Bonuses

☒ Sick payouts

☒ Merit pay

☒ Severance (if issued as lump sum)

☒ Job certifications

☐ Other: _____

Taxable Payments apply: YES ☒ NO ☐
☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☒ Car allowance

☐ Personal use of a company car

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒
☐ Gun, tools, equipment, uniform

☐ Mileage reimbursement

☐ Phone

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Fitness

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐
☒ 457 employee and employer contributions

☐ IRA contributions

☒ 125 cafeteria plan, FSAs and HSAs

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒
☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Group term or whole life insurance < \$50,000

☐ Short- or Long-term disability premiums

☐ Other: _____

Mandatory Contributions apply: YES ☒ NO ☐
☒ Defined Benefit employee contributions

☒ MERS Health Care Savings Program employee contributions

☐ Other: _____

Taxable Fringe Benefits apply: YES ☒ NO ☐
☐ Clothing reimbursement

☐ Group term life insurance > \$50,000

☒ Stipends for health insurance opt out payments

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒
☐ Workers compensation settlement payments

☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160121

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 11/24/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 61160122

Division name on file with MERS Police Comm

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Command Police officers - Sergeant and above

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160122

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160122

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

150 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: Paid sick or medical leave, admin leave Additional leave types as above	☒	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160122

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160122

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☒ Salary or hourly wage X hours

☒ On-call pay

☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ Other: _____

Other Wages apply: YES ☒ NO ☐
☒ Shift differentials

☒ Severance issued over time (weekly/bi-weekly)

☒ Overtime

☐ Other: _____

Lump Sum Payments apply: YES ☒ NO ☐
☒ PTO cash-out

☒ Educational degrees

☒ Longevity

☐ Moving expenses

☒ Bonuses

☒ Sick payouts

☒ Merit pay

☒ Severance (if issued as lump sum)

☒ Job certifications

☐ Other: _____

Taxable Payments apply: YES ☒ NO ☐
☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☒ Car allowance

☐ Personal use of a company car

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒
☐ Gun, tools, equipment, uniform

☐ Mileage reimbursement

☐ Phone

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Fitness

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐
☒ 457 employee and employer contributions

☐ IRA contributions

☒ 125 cafeteria plan, FSAs and HSAs

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒
☐ Health plan, dental, vision benefits

☐ Group term or whole life insurance < \$50,000

☐ Workers compensation premiums

☐ Short- or Long-term disability premiums

☐ Other: _____

Mandatory Contributions apply: YES ☒ NO ☐
☒ Defined Benefit employee contributions

☐ Other: _____

☒ MERS Health Care Savings Program employee contributions

Taxable Fringe Benefits apply: YES ☒ NO ☐
☐ Clothing reimbursement

☐ Group term life insurance > \$50,000

☒ Stipends for health insurance opt out payments

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒
☐ Workers compensation settlement payments

☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160122

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 11/24/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name Muskegon, City of

Municipality number 611601

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number 61160150

Division name on file with MERS FF Local 370

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

All Firefighters and Command Officers

Employee classification contains **public safety employees:** ☒ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160150

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than <u>12</u> months in total.	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>1664</u> per <u>year</u> .	☐	☒	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☒
Voter-Elected Officials	☐	☒	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☒	☐
Contract Employees	☐	☒	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☒ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160150

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)

203 hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☒
Workers' Compensation	☒	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☒
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☒
Other 2: Paid sick or medical leave, admin leave Additional leave types as above	☒	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160150

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160150

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☒ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|--|---|
| ☒ Salary or hourly wage X hours | ☒ On-call pay |
| ☒ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | ☐ Other: _____ |

Other Wages apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ Shift differentials | ☐ Severance issued over time (weekly/bi-weekly) |
| ☒ Overtime | ☐ Other: _____ |

Lump Sum Payments apply: YES ☒ NO ☐

- | | |
|--|---|
| ☒ PTO cash-out | ☒ Educational degrees |
| ☒ Longevity | ☐ Moving expenses |
| ☒ Bonuses | ☒ Sick payouts |
| ☒ Merit pay | ☒ Severance (if issued as lump sum) |
| ☒ Job certifications | ☐ Other: _____ |

Taxable Payments apply: YES ☐ NO ☒

- | | |
|---|--|
| ☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | ☐ Car allowance |
| ☐ Prizes, gift cards | ☐ Other: _____ |
| ☐ Personal use of a company car | |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☒

- | | |
|---|---|
| ☐ Gun, tools, equipment, uniform | ☐ Mileage reimbursement |
| ☐ Phone | ☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| ☐ Fitness | ☐ Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☒ NO ☐

- | | |
|---|--|
| ☒ 457 employee and employer contributions | ☐ IRA contributions |
| ☒ 125 cafeteria plan, FSAs and HSAs | ☐ Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☒

- | | |
|--|--|
| ☐ Health plan, dental, vision benefits | ☐ Group term or whole life insurance < \$50,000 |
| ☐ Workers compensation premiums | ☐ Other: _____ |
| ☐ Short- or Long-term disability premiums | |

Mandatory Contributions apply: YES ☒ NO ☐

- | | |
|---|---------------------------------------|
| ☒ Defined Benefit employee contributions | ☐ Other: _____ |
| ☒ MERS Health Care Savings Program employee contributions | |

Taxable Fringe Benefits apply: YES ☒ NO ☐

- | | |
|--|---|
| ☐ Clothing reimbursement | ☐ Group term life insurance > \$50,000 |
| ☒ Stipends for health insurance opt out payments | ☐ Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☒

- | | |
|---|---------------------------------------|
| ☐ Workers compensation settlement payments | ☐ Other: _____ |
|---|---------------------------------------|

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME: Muskegon, City of

DIV: 61160150

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by City of Muskegon

at a Board Meeting which took place on: 11/24/2020
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 11/24/2020	Title: Trinity Village (COGIC Village) PILOT Agreement Termination
Submitted By: Sarah Petersen	Department: Treasurer
Brief Summary: To terminate the payment in lieu of taxes (PILOT) agreement with Trinity Village for the COGIC Village housing project.	
Detailed Summary: We were recently notified by a representative of KMG Prestige, property manager for COGIC Village, that the property had been sold in August of 2019 to MASH – COGIC Muskegon LDHA Association, LLC. At the time the property was sold, the qualifying loan was paid off. As such, the property no longer qualifies for PILOT status, and we need to take official action to terminate the original agreement. After termination, the county's Equalization Department will notify the owners of the termination, and determine the proper classification to return the property to the city's tax roll.	
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 attached resolution to terminate the Contract for Housing Exemption with Trinity Village Non-Profit Housing Corporation.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**RESOLUTION TERMINATING THE CITY OF MUSKEGON CONTRACT FOR
HOUSING EXEMPTION – TRINITY VILLAGE NON-PROFIT HOUSING
CORPORATION**

City of Muskegon
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, held in the City Hall in the City of Muskegon on the _____ day of _____, 2020 at 5:30 p.m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Muskegon, County of Muskegon, State of Michigan (the “City”), entered into a Contract for Housing Exemption with Trinity Village Non-Profit Housing Corporation (“Trinity”) effective June 22, 1999, a copy of which is attached.

WHEREAS, Trinity was to form a limited dividend housing association identified as COGIC Village – Muskegon LDHALP.

WHEREAS, Trinity was to construct a low income housing project identified as COGIC Village – Muskegon (“Project”).

WHEREAS, pursuant to MCL Section 125.1415a and Muskegon City Code Section 82-46, et. seq., the City authorized a payment in lieu of taxes (PILOT) for so long as the Project was financed and subject to a qualifying loan not to exceed 25 years.

WHEREAS, Trinity entered into a qualifying loan on March 23, 2001 which qualified pursuant to MCL 125.1415a and Muskegon City Code Section 82-50.

WHEREAS, on or about August 29, 2019 COGIC Village – Muskegon Limited Development Housing Association Limited Partnership sold its interest to MASH - COGIC Muskegon LDHA Association, LLC and paid off the qualifying loan.

WHEREAS, a representative of KMG Prestige, property manager for MASH - COGIC Muskegon LDHA Association, LLC, has informed City staff that it no longer qualifies for the PILOT, and City staff agrees, and will not be making any further PILOT payments.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City terminates the Contract for Housing Exemption effective August 29, 2019.
2. If appropriate, City staff shall place the Property on the tax rolls effective August 29, 2019.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on _____, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch
City Clerk

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WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 11/24/2020	Title: Beach St. Utility Special Assessment
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Conduct the 1st Public Hearing for the Beach Street Aerial Utility Burial Special Assessment to create the special assessment district inclusive of all properties shown in the attachment, appoint two Commissioners to the Board of Assessors, and adopt the attached resolution.	
Detailed Summary: Staff has been petitioned by property owners along Beach Street to have the aerial communication utilities (Frontier Communications and Comcast Cable) buried within the above referenced limits. Staff has reviewed the request and additional documentation/detail is attached along with a preliminary staff summary. Staff will present the results of the property owner mailers at the Public Hearing as well as take any public comment on the special assessment. The proposed special assessment district properties are shown in the attachment. Staff is requesting two Commissioners be appointed to the Board of Assessors along with the County Assessor's office to prepare the assessment roll.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Close the public hearing, appoint _____ & _____ to the Board of Assessors and approve the attached resolution.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

CITY OF MUSKEGON

Resolution No. _____

Resolution At First Hearing Creating Special Assessment District
For **Beach Street from Wilcox Avenue to Ohio Avenue**
Location and Description of Properties to be Assessed:
See Exhibit A attached to this resolution

RECITALS:

1. A hearing has been held on **November 24, 2020** at 5:30 o'clock p.m. at the City Commission Chambers. Notice was given by mail and publication as required by law.
2. That estimates of costs of the project, a feasibility report and valuation and benefit information are on file with the City and have been reviewed for this hearing.
3. At the hearing held **November 24, 2020**, there were _____% objections by the owners of the property in the district registered at the hearing either in writing received before or at the hearing or by owners or agents present at the hearing, and the Commission has considered the advisability of proceeding with the project.

FINDINGS:

1. The City Commission has examined the estimates of cost to construct the project including all assessable expenses and determines them to be reasonable.
2. The City Commission has considered the value of the property to be assessed and the value of the benefit to be received by each property proposed to be assessed in the district after the improvements have been made. The City Commission determines that the assessments of costs of the City project will enhance the value of the properties to be assessed in an amount at least equivalent to the assessment and that the improvement thereby constitutes a benefit to the property.

THEREFORE, BE IT RESOLVED:

1. The City Commission hereby declares a special assessment district to include the property set forth in Exhibit A attached to this resolution.
2. The City Commission determines to proceed with the improvements as set forth in the feasibility study and estimates of costs, and directs the City Engineer to proceed with project design, preparation of specifications and the bidding process. If appropriate and if bonds are to be sold for the purposes of financing the improvements, the Finance Department shall prepare plans for financing including submission of application to the Michigan Department of Treasury and the beginning of bond proceedings.

3. The City Commission hereby appoints a Board of Assessors consisting of City Commissioners _____ and _____ and the City Assessor who are hereby directed to prepare an assessment roll. Assessments shall be made upon front foot basis.
4. Based on the City's Special Assessment policy and preliminary estimates it is expected that **100%** of the cost of the street improvement will be paid by special assessments.
5. Upon submission of the special assessment roll, the City staff is hereby directed to notify all owners and persons interested in properties to be assessed of the hearing at which the City Commission will consider confirmation of the special assessment roll.

This resolution adopted.

Ayes _____

Nays _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, Clerk

ACKNOWLEDGMENT

This resolution was adopted at a meeting of the City Commission, held on **November 24, 2020**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

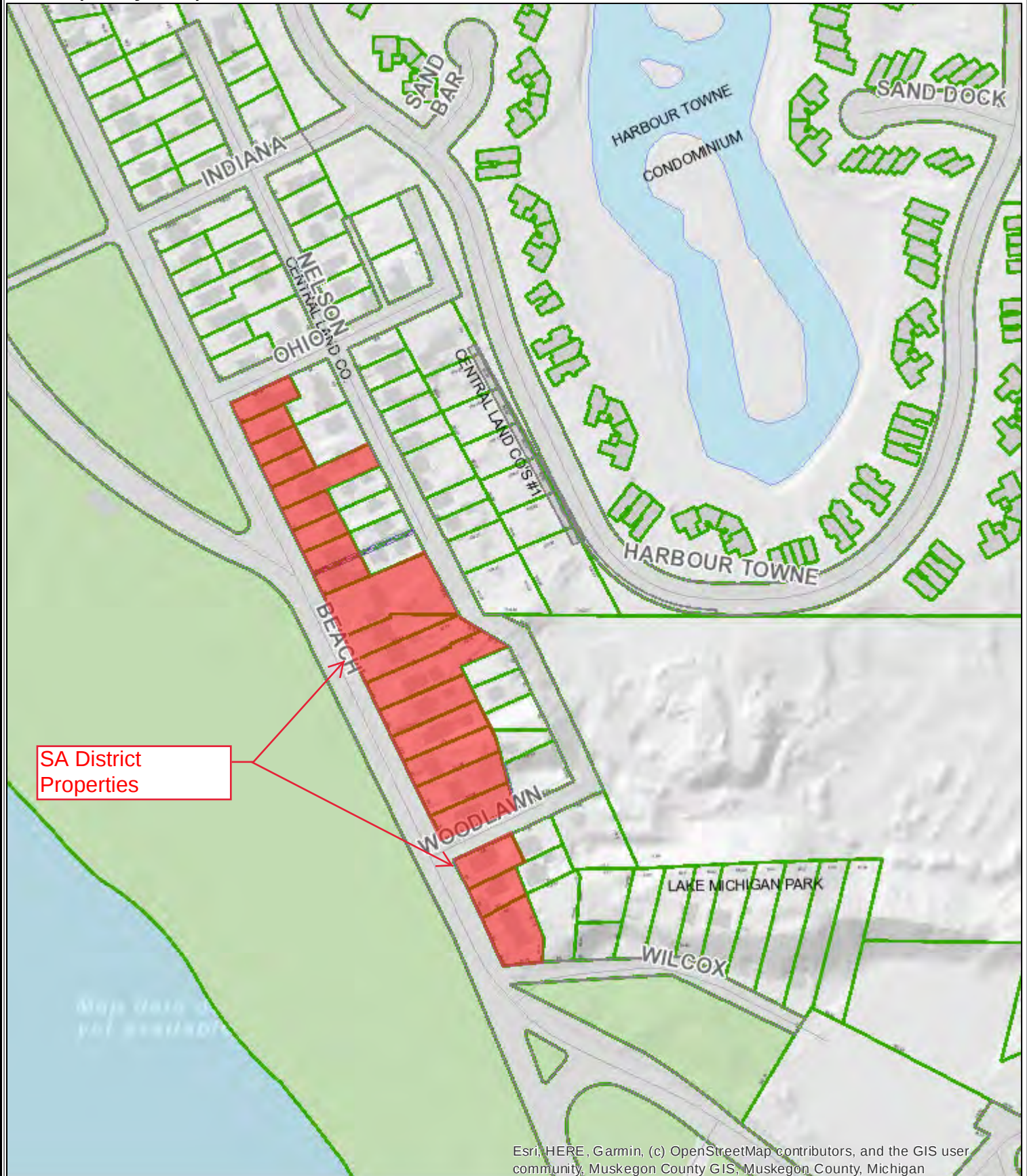
By _____
Ann Marie Meisch, Clerk

Muskegon County
Property Report

Muskegon County Property Viewer Print

Report generated 11/18/2020 at 8:55:28 AM

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.



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: November 24, 2020	Title: Amendment to the Zoning Ordinance – Marihuana
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to amend the zoning ordinance to allow for Microbusinesses, Designated Consumption Establishments, Class A Recreational Grows (Up to 100 plants), Class B Recreational Grows (Up to 500 plants), Class A Medical Grows (Up to 500 plants) and temporary marihuana events as a special use permitted in I-1, I-2, MC, B-2 and B-4 zoning districts.	
Detailed Summary: The Planning Commission voted in favor of the ordinance amendment with the following conditions: Any adult-use marihuana business shall not be located within a 500-foot radius of any property occupied by: (1) a public playground, (2) a public park, (3) public housing, (4) a religious institution, (5) a public or private, vocational school, college, junior college, or university, (6) a state-licensed child care center or pre-school, (7) any public swimming pool, public or private youth activity facility, public outdoor recreation area (except trails), or public recreation facility, (8) a youth center, (9) a juvenile or adult halfway house, (10) correctional facility or rehab center.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend the zoning ordinance to allow for Microbusinesses, Designated Consumption Establishments, Class A Recreational Grows, Class B Recreational Grows, Class A Medical Grows and temporary marihuana events as a special use permitted in I-1, I-2, MC, B-2 and B-4 zoning districts.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Sections 905, 1101, 1301, 1401 and 1501 of the Zoning Ordinance to allow for Microbusinesses, Designated Consumption Establishments, Class A Recreational Grows (Up to 100 plants), Class B Recreational Grows (Up to 500 plants), Class A Medical Grows (Up to 500 plants) and temporary marihuana events as a special use permitted in I-1, I-2, MC, B-2 and B-4 zoning districts.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE (additions in bold)

Sections 905 (MC), 1101 (B-2), 1301 (B-4), 1401 (I-1) and 1501 (I-2) to add as a special use permitted:

Microbusinesses, Designated Consumption Establishments, Class A Recreational Grows (Up to 100 plants), Class B Recreational Grows (Up to 500 plants), Class A Medical Grows (Up to 500 plants) and temporary marihuana events.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 24th day of November 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 24, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend Sections 905, 1101, 1301, 1401 and 1501 of the Zoning Ordinance to allow for Microbusinesses, Designated Consumption Establishments, Class A Recreational Grows (Up to 100 plants), Class B Recreational Grows (Up to 500 plants), Class A Medical Grows (Up to 500 plants) and temporary marihuana events as a special use permitted in I-1, I-2, MC, B-2 and B-4 zoning districts.

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

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

Published _____, 2020.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354