

CITY OF MUSKEGON

CITY COMMISSION MEETING

October 8, 2024 @ 5:30 PM

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. **Approval of Minutes** City Clerk
 - B. **Regional Transit Authority Articles of Incorporation** Manager's Office
 - C. **880 First St. Demolition Bid** Economic Development
 - D. **SURF Broadband METRO Act Permit** Public Works
 - E. **Opioid Settlement Funding & Management Agreement** Manager's Office
 - F. **Sale of 1435 Hoyt** Planning
 - G. **Amendment to the Zoning Ordinance - Cat Cafés in Commercial Zones
SECOND READING** Planning
 - H. **Amendment to the Zoning Ordinance - Cat Cafe Definition SECOND
READING** Planning
 - I. **Apple Avenue Resolution** Public Works
 - J. **Parks E/V Polaris Ranger Purchase - US DOE Rebate Voucher Program**
DPW- Parks

- K. **Contract Award - First Street** DPW- Engineering
- L. **Resolution Honoring NAACP Muskegon Branch 3147-B for 105 Years of Service** Manager's Office
- M. **Sale of 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity.** Planning
- N. **Brunswick Sewer Repair** Public Works
- O. **Concur with CRC Recommendations to Accept Resignations and Make Appointment** City Clerk

☐ **PUBLIC HEARINGS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. **FY25 Drinking Water State Revolving Fund (DWSRF) Engineering Services**
Public Works

B. **Creation of a short-term rental ordinance** Planning

C. **Amendment to the zoning ordinance - definition of short-term rental**
Planning

☐ **ANY OTHER BUSINESS:**

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

- ▶ **Reminder: Individuals who would like to address the City Commission shall do the following:**
- ▶ Fill out a request to speak form attached to the agenda or located in the back of the room.
- ▶ Submit the form to the City Clerk.
- ▶ Be recognized by the Chair.
- ▶ Step forward to the microphone.
- ▶ State name and address.
- ▶ Limit of 3 minutes to address the Commission.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Approval of Minutes															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To approve minutes of the September 24, 2024, City Commission Meeting																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed:																
<u>Key Focus Areas:</u>																
<u>Goal/Action Item:</u>																
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: Approval of the minutes.																
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

CITY OF MUSKEGON

CITY COMMISSION MEETING

September 24, 2024 @ 5:30 PM

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, September 24, 2024. Pastor Rob Renberg from the Anchor Point Bible Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Jay Kilgo, Destinee Keener, and Rachel Gorman (arrived at 5:40 p.m.), Acting City Manager Jacob Eckholm, City Attorney John Schrier, and City Clerk Ann Marie Meisch

Absent: Commissioners Katrina Kochin and Willie German, Jr.

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made

2024-81 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the September 9, 2024, Worksession/City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Addendum/Purchase Price: 1192-1194 Pine Planning

Staff is requesting approval of a purchase agreement addendum to reduce the price of 1192-1194 Pine from \$350,000.00 to \$310,000.00.

1192-1194 Pine had a foundation inspection performed by two local foundation contractors/specialists. Due to the shifting and age of the homes, potential issues were identified. The purchase price of the homes was reduced to reflect that.

STAFF RECOMMENDATION: To approve the Purchase Agreement Amendment for 1192-1194 Pine to reduce the price to \$310,000 and authorize the Code Coordinator, Samantha Pulos, to sign.

C. Equipment Replacement – Front-end Loader Public Works

Staff is requesting authorization to purchase a Caterpillar front-end loader from Michigan CAT for \$230,706.76. DPW staff use front-end loaders daily to complete a variety of important tasks throughout the City. These tasks include loading trucks with road salt and road repair materials, assisting construction projects and cleanups throughout the City, removing sand from the streets at the beach, managing the sludge at the Water Filtration Plant, and much more.

With approval from the City Commission, a new Caterpillar 938M front-end loader will be purchased to replace a heavily-used front-end loader that was acquired in 2012. This purchase from Michigan CAT is under the Sourcewell contract at a cost of \$277,706.76. Sourcewell is a nationwide purchasing collective that publically bids items and offers the lowest bid price to member organizations. The Caterpillar front-end loader being replaced will be traded-in for a credit of \$47,000, resulting in a net cost of \$230,706.76. This purchase is part of the Equipment Fund capital purchase plan and is a budgeted expenditure for FY 2024-25.

STAFF RECOMMENDATION: I move to authorize staff to purchase a new front-end loader from Michigan CAT for \$230,706.76.

D. MDOT Trunkline Maintenance Contract Renewal Public Works

Staff requests approval to enter into a five-year contract with the Michigan Department of Transportation (MDOT) to authorize the City to maintain and to receive reimbursement for maintaining, state trunklines such as M-46 (Apple Avenue) and US-31BR (Shoreline Drive) within the City limits.

The City DPW has long maintained the state trunklines within our City limits. This helps the City have more control over the level of maintenance provided on those trunklines while allowing the City to be reimbursed for the costs by the state. The arrangement is covered by a contract with the state which is included herein and is recommended for approval. This extension will cover the arrangement through the state's fiscal year ending September 30, 2029. The format is of the standard form that has been used for this contract in the past.

STAFF RECOMMENDATION: Approve staff to enter into a five-year contract with

the Michigan Department of Transportation (MDOT) to authorize the City to maintain and to receive reimbursement for maintaining, state trunklines such as M-46 (Apple Avenue) and US-31BR (Shoreline Drive) within the City limits.

E. Concur with CRC Recommendation to Accept Resignation and Make Appointments City Clerk

To concur with CRC recommendation to accept the resignation of Doug Pollock from the DDA/BRA and to appoint JoAnn Dornbos with a term ending 1-31-27. To appoint Yancy Weaver to the Parks and Recreation Advisory Committee, resident of Ward 2; and appoint Cami Horn to the Citizen's District Council-CDBG, citizen of Ward 1.

STAFF RECOMMENDATION: To concur with CRC recommendation to accept the resignation of Doug Pollock from the DDA/BRA and appoint JoAnn Dornbos, appoint Yancy Weaver to the Parks and Recreation Advisory Committee, and appoint Cami Horn to the Citizen's District Council-CDBG.

F. Sale of 1431 Hoyt Planning

Staff is requesting approval of a purchase agreement for 1431 Hoyt for \$149,900. 1431 Hoyt was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is full listing price with no seller concessions.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1431 Hoyt for \$149,900 and authorize the Code Coordinator, Samantha Pulos, to sign.

G. Sale of 1441 Hoyt Planning

Staff is requesting approval of a purchase agreement for 1441 Hoyt for \$150,000. 1441 Hoyt was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over full listing price with no seller concessions.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1441 Hoyt for \$150,000 and authorize the Code Coordinator, Samantha Pulos, to sign.

H. Sale of 1441 Leahy Planning

Staff is requesting approval of a purchase agreement for 1441 Leahy for \$159,440. 1441 Leahy was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over full listing price with no seller concessions.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1441 Leahy for \$159,440 and authorize the Code Coordinator, Samantha Pulos, to sign.

I. Amendment to the Zoning Ordinance - Cat Cafés in Commercial Zones Planning

Staff-initiated request to amend the zoning ordinance to allow cat cafés as a special use permitted in all commercial districts excluding B-1. This would include the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.

Staff has been receiving many calls regarding the desire to open a cat café in Muskegon. These types of businesses are becoming more popular throughout the state. A specific ordinance allowing these uses is necessary because any property housing more than four cats is considered a commercial kennel. The Planning Commission unanimously recommended approval of the ordinance amendment.

STAFF RECOMMENDATION: I move to amend the zoning ordinance to allow cat cafés as a special use permitted in the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.

J. Amendment to the Zoning Ordinance - Cat Cafe Definition Planning

To add a definition for cat cafés to Article II (Definitions) of the zoning ordinance. Definition - Cat café: a restaurant or café, which also houses adoptable or therapeutic cats for clientele to interact with, and which may incorporate cat adoption services in addition to the restaurant services. The Planning Commission unanimously recommended approval of the ordinance amendment at their September 12th meeting.

STAFF RECOMMENDATION: I move to approve the request to amend the zoning ordinance to add a definition for cat cafés.

K. Contract for Tree Removal Services Planning

To award the tree removal services contract to Straight Up Tree Service, who was the lowest qualified bidder at \$35,365.78.

Staff is working with two developers to construct homes on 18 City-owned residential lots. The lots have several trees located within the potential building footprints, making it unfeasible for the developers to construct homes due to the costs associated with tree removal. A request for proposal for tree services was listed on the City's website. Staff recommends awarding the contract to Straight Up Tree Service, who was the lowest qualified bidder. Trees and stumps must be removed from the lots by October 20. The lots include 1284/1365/1375 James Ave, 209 Merrill Ave, 502/561 Mary St, 845/982 Ducey Ave, 1003/1341 Ducey Ave, 1007 Albert Ave, 1542 Adams Ave, 320/346 Wood St, 425 Octavious St, 436 Charles St, 877 Amity Ave, and 907 Orchard Ave.

STAFF RECOMMENDATION: I move to award the tree removal contract to

Straight Up Tree Service.

L. Nelson School LIHTC Redevelopment Municipal Services Agreement
Economic Development

General Capital is resubmitting their application for Low Income Housing Tax Credits in order to redevelop the Nelson School site into affordable family apartments. They require a Municipal Services Agreement to be approved by the City before the October 1, 2024 application date.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Nelson School Apartments. This site will support 52 affordable family apartments.

General Capital is seeking a Municipal Services Charge of 3% of net shelter rents. This should equal roughly \$15,000 per year for the City to keep to defray costs of public service delivery to the site.

STAFF RECOMMENDATION: Motion to accept the Municipal Services Agreement between the City of Muskegon and GenCap Nelson Limited Dividend Housing Association, LLC as presented and to authorize the Mayor and Clerk to sign.

M. Nelson School LIHTC Redevelopment Contract for Housing Exemption
Economic Development

General Capital is resubmitting their application to MSHDA for federal Low Income Housing Tax Credits to assist in the redevelopment of Nelson School into affordable family apartments. They are required to have an approved contract for housing exemption by the 10/1/2024 application date.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Nelson School Apartments. This site will support 52 affordable family apartments.

General Capital is seeking a Payment in lieu of Taxes (PILOT) of 4% of net shelter rents. This should equal roughly \$19,000 per year for the City to divide between taxing jurisdictions. General Capital is also requesting a 3% Municipal Services Charge, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: Motion to accept the Contract for Housing

Exemption between the City of Muskegon and GenCap Nelson Limited Dividend Housing Association, LLC a Michigan LLC as presented and authorize the Mayor and Clerk to sign.

N. Clay Commons Municipal Services Agreement Economic Development

Spire Development is proposing a new construction affordable family apartment development called Clay Commons at 30 East Clay. In order to submit their Low Income Housing Tax Credit application to MSHDA they will require a Municipal Services Agreement approved by the City prior to the October 1, 2024 application date.

Spire Development was successfully awarded two LIHTC projects by MSHDA in our community in the 2023 round, and are now proposing two more projects. Staff is recommending a 3% Municipal Services Charge in the agreement in order to defray the costs of public service delivery to the site. This payment should provide roughly \$9,000-11,000 annually.

STAFF RECOMMENDATION: Motion to accept the Municipal Services Agreement between the City of Muskegon and Clay Commons Limited Dividend Housing Association Limited Partnership as presented and to authorize the Mayor and Clerk to sign.

O. Clay Commons Contract for Housing Exemption Economic Development

Spire Development is seeking approval from MSHDA to receive Low Income Housing Tax Credits to facilitate the construction of a new family apartment complex at 30 E. Clay. They require an approved Contract for Housing Exemption by the City before the 10/1/2024 application date.

Spire has successfully been awarded two LIHTC allocations on their 2023 project submissions in our community, and are now submitting two more to MSHDA in 2024. Notably, they are proposing new construction of affordable family housing in the downtown area, directly across the street from United Way at 30 E. Clay Street. They are requesting a 4% annual PILOT payment, which is one point lower than the PILOT policy recommends. Their reasoning for this request is the significant contamination they have found on the site during due diligence and the additional costs it will place on the project. Staff recommends approval, as tools like Brownfield TIF that a market rate developer may utilize for this issue are not available to LIHTC development due to the lack of ad valorem property tax payments.

STAFF RECOMMENDATION: Motion to accept the Contract for Housing Exemption between the City of Muskegon and CLAY COMMONS LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP as presented and

authorize the Mayor and Clerk to sign.

P. Spring Street Crossing Municipal Services Agreement Economic Development

Spire Development is proposing a new construction affordable family apartment complex at 48 East Western Avenue and is applying to MSHDA for Low Income Housing Tax Credits. They require a Municipal Services Agreement approved by the City prior to the 10/1/2024 application date.

Spire Development was successfully awarded two LIHTC projects by MSHDA in our community in the 2023 round, and are now proposing two more projects. Staff is recommending a 3% Municipal Services Charge in the agreement in order to defray the costs of public service delivery to the site. This payment should provide roughly \$9,000-11,000 annually.

STAFF RECOMMENDATION: Motion to accept the Municipal Services Agreement between the City of Muskegon and SPRING STREET CROSSING LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP as presented and authorize the Mayor and Clerk to sign.

Q. Spring Street Crossing Contract for Housing Exemption Economic Development

Spire Development is seeking Low Income Housing Tax Credits from MSHDA to facilitate the new construction of an affordable family apartment complex at 48 E. Western Avenue. They require a contract for housing exemption approved by the City before the 10/1/2024 application date.

Spire has successfully been awarded two LIHTC allocations on their 2023 project submissions in our community, and are now submitting two more to MSHDA in 2024. Notably, they are proposing new construction of affordable family housing in the downtown area, directly across the street from Witt Buick at 48 E. Western Avenue. They are requesting a 4% annual PILOT payment, which is one point lower than the PILOT policy recommends. Their reasoning for this request is the significant contamination they have found on the site during due diligence and the additional costs it will place on the project. Staff recommends approval, as tools like Brownfield TIF that a market rate developer may utilize for this issue are not available to LIHTC development due to the lack of ad valorem property tax payments.

STAFF RECOMMENDATION: Motion to approve the Contract for Housing Exemption between the City of Muskegon and SPRING STREET CROSSING LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP as presented and authorize the Mayor and Clerk to sign.

R. Sale of 32 W. Western Avenue to Spire Development Economic Development

Spire Development has requested to purchase vacant city-owned property immediately adjacent to the property it has under contract for Spring Street Crossing for a price of \$190,800.

Spire is proposing a new construction affordable family apartment complex at 48 E. Western Avenue called Spring Street Crossing. They have requested to add this .53 acre parcel to the project in order to ensure they have sufficient space for adequate parking, landscaping, and zoning compliance. The price per acre is the same as their purchase rate for the adjacent private sector properties. The revenues generated are proposed to be attributed to our upcoming Housing Fund in this year's budget, in order to be leveraged for further housing investments in the community.

STAFF RECOMMENDATION: Motion to accept the purchase agreement for 32 E. Western Avenue as presented and authorize the Mayor and Clerk to sign.

S. Berkshire Spring Street LIHTC Municipal Services Agreement Economic Development

General Capital is taking another shot at their new construction Low Income Housing Tax Credit application that was not approved last December by the Michigan Statewide Housing Development Authority. The application requires approved Contracts for Housing Exemption and Municipal Services Agreements.

Pursuant to our 5 Year Housing Needs Assessment's call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Spring Street Berkshire Apartments. This site will support 53 affordable senior apartments.

General Capital is seeking a Municipal Services Charge of 3% of net shelter rents. This should equal roughly \$15,000 per year for the City to keep to defray costs of public service delivery to the site. General Capital is also requesting a 5% Payment in lieu of Taxes agreement, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: Motion to approve the Municipal Services Agreement between GenCap Spring Street Limited Dividend Housing Association, LLC and the City of Muskegon, and authorize the Mayor and Clerk to sign.

T. Berkshire Spring Street Contract for Housing Exemption (PILOT)

Agreement) Economic Development

General Capital is resubmitting their proposed new construction affordable senior living development at 162 East Apple to MSHDA, and requires an updated Payment In Lieu of Taxes agreement.

Pursuant to our 5 Year Housing Needs Assessments call for over 1,000 rental units priced under \$1,430 a month, staff has made overtures and established relationships with several new and existing LIHTC developers. General Capital has already successfully completed two new construction facilities in our community, and is seeking to complete a third with the Berkshire Spring Street Project. This site will support 53 affordable senior apartments.

General Capital is seeking a Payment in lieu of Taxes (PILOT) of 5% of net shelter rents. This should equal roughly \$21,500 per year for the City to divide between taxing jurisdictions. General Capital is also requesting a 3% Municipal Services Charge, which is detailed in another agenda item in the packet.

STAFF RECOMMENDATION: Motion to accept the Contract for Housing Exemption between GenCap Spring Street Limited Dividend Housing Association, LLC as presented, and authorize the Mayor and Clerk to sign.

U. Froebel School Project Updated Municipal Services Agreement
Economic Development

Samaritas plans to submit Froebel School to MSHDA on October 1 for consideration for Low Income Housing Tax Credits. They must have an approved Municipal Services Agreement with the City in order to be eligible.

For several years staff have been attempting to find a partner that had interest and capacity in the adaptive reuse of the long-vacant Froebel School building. Since 2019, we have toured more than 10 entities through the school, and held a community meeting offering several touring opportunities for the public. Through these efforts we have developed interest from Samaritas for the potential installation of affordable housing units by application to the Michigan Statewide Housing Development Authority (MSHDA) Low Income Housing Tax Credit (LIHTC) Program. If awarded, then Samaritas proposes historical preservation and adaptive remodel of the school building into apartments for low to moderate income residents. The agreement establishes their Municipal Services Agreement at 3% of shelter rents, which should result in roughly \$11,000 annually for the City.

If approved by Commission, Samaritas is also proposing a PILOT payment of 2% of net shelter rents, for a total annual payment of 5% of rents. The Municipal Services Agreement (MSA) stays completely with the City to defray costs of public service delivery to the site, while the PILOT payment is divided

proportionally to the other taxing jurisdictions, similar to a traditional property tax payment.

STAFF RECOMMENDATION: Motion to approve the Municipal Services Agreement between the City of Muskegon and Samaritas Affordable Living Froebel Limited Dividend Housing Association Limited Partnership as presented, and to authorize the Mayor and Clerk to sign.

V. Froebel School Updated Contract for Housing Exemption Economic Development

Staff and Samaritas have worked on various initiatives over the last 10 months to make Froebel School a more competitive LIHTC project in the statewide scoring system, and are now requesting Commission approval to submit to MSHDA for the October 2024 round.

For several years staff have been attempting to find a partner that had interest and capacity in the adaptive reuse of the long-vacant Froebel School building. Since 2019, we have toured more than 10 entities through the school, and held a community meeting offering several touring opportunities for the public. Through these efforts we have developed interest from Samaritas for the potential installation of affordable housing units by application to the Michigan Statewide Housing Development Authority (MSHDA) Low Income Housing Tax Credit (LIHTC) Program. If awarded, then Samaritas proposes historical preservation and adaptive remodel of the school building into apartments for low to moderate income residents. The agreement establishes their payment in lieu of taxes as 2% of net shelter rents. This should result in roughly \$7,500 annually to be divided between taxing jurisdictions.

In the last 10 months since the previous LIHTC submission round staff has worked with Samaritas and the Muskegon County Land Bank to achieve a 1.4 million dollar grant to assist with hard costs on the project, and Samaritas has been approved for Historic Tax Credits which will also help the bottom line. The total project investment is projected at \$16.5 million. **Note that this is the lowest proposed PILOT of our proposed MSHDA submissions. This is due to the facts that we are the owners of this facility and will incur significant costs to demolish or otherwise redevelop the site, and that Samaritas is a non-profit housing developer with limited capacity to finance and construct facilities compared with for-profit housing development firms.**

If approved by Commission, Samaritas is also proposing a Municipal Services Agreement of 3% of net shelter rents, for a total annual payment of 5% of rents. The Municipal Services Agreement (MSA) stays completely with the City to defray costs of public service delivery to the site, while the PILOT payment is divided proportionally to the other taxing jurisdictions, similar to a traditional property tax payment.

STAFF RECOMMENDATION: Motion to accept the Contract for Housing Exemption between the City of Muskegon and Samaritas Affordable Living Froebel Limited Dividend Housing Association Limited Partnership as presented, and to authorize the Mayor and Clerk to sign.

W. Lighthouse Lofts Municipal Service Agreement Economic Development

Pivotal Development is seeking an award of Low Income Housing Tax Credits from MSHDA to facilitate an affordable family apartment complex at 90 Hartford Street. They require a municipal services agreement approved by the City of Muskegon prior to the application date on 10/1/2024.

Pivotal Development was successfully awarded one LIHTC project by MSHDA in our community in the 2023 round, and are now proposing another project. Staff is recommending a 3% Municipal Services Charge in the agreement in order to defray the costs of public service delivery to the site. This payment should provide roughly \$9,000-11,000 annually.

STAFF RECOMMENDATION: Motion to accept the Municipal Services Agreement between the City of Muskegon and Lighthouse Lofts Limited Dividend Housing Association LLC as presented and authorize the Mayor and Clerk to sign.

X. Lighthouse Lofts Contract for Housing Exemption Economic Development

Pivotal Development is seeking an award of Low Income Housing Tax Credits from MSHDA to facilitate a new construction affordable family apartment complex. They require an approved contract for housing exemption prior to the 10/1/2024 application date.

Pivotal has successfully been awarded one LIHTC allocation on their 2023 project submission in our community, and are now submitting one more in 2024. Notably, they are proposing new construction of affordable family outside of the downtown area, directly next door to Hartford Terrace at 90 Hartford Street. They are requesting a 4% annual PILOT payment, which is what the policy recommends given their location outside the DDA boundaries and service to families in the project. This should provide roughly \$15,000 annually to the City to be split between taxing jurisdictions. Staff recommends approval of this request due to the need for additional housing units at price points under \$1,430 according to our 2023 Housing Needs Assessment. All of the proposed units in this complex, along with all proposed LIHTC developments this round, would be under this threshold.

STAFF RECOMMENDATION: Motion to accept the Contract for Housing Exemption between the City of Muskegon and Lighthouse Lofts Limited Dividend Housing Association LLC as presented and authorize the Mayor and Clerk to sign.

Motion by Vice Mayor St.Clair, second by Commissioner Kilgo, to approve the Consent Agenda as presented.

ROLL VOTE: Ayes: St.Clair, Johnson, Kilgo, and Keener

Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson commented on foaming events on Muskegon Lake due to PFAS. Test results of intake are below thresholds.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 5:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Regional Transit Authority Articles of Incorporation							
Submitted by: LeighAnn Mikesell, Deputy City Manager	Department: Manager's Office							
Brief Summary: Staff is seeking approval of the proposed Articles of Incorporation for the new regional transit authority and appointment of the Deputy City Manager as the city's representative Director on the authority board.								
Detailed Summary & Background: In November 2023, the City Commission approved a resolution of intent to join other municipalities in forming a regional transit authority. The first formal step for the group is to establish Articles of Incorporation. These articles outline the members, district served, purposes and power of the authority, details of the Board of Directors, how the work will be funded, how future amendments are made and approved, and methods for members to be released from the authority. The legislative body of each member agency will need to approve the articles for the authority to proceed forward with developing bylaws and seeking alternate funding. Each legislative body will also need to appoint its representative director, and alternate, to the authority board. After discussion with the board of one of the member communities, some minor changes were made to the Articles of Incorporation. In Article IV, Section 2, additional options for appointment to the Board of Directors have been given for both the Director and Alternate. The articles allow for a Council member of the Member legislative body to be appointed to each position.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure								
Amount Requested: \$213,936	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes	X	No		N/A	X	
Yes	X	No		N/A	X			
Fund(s) or Account(s): 101-252-956-302022	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No	X	N/A	X	
Yes		No	X	N/A	X			
Recommended Motion: To approve the Articles of Incorporation for the Muskegon Area Transit System, to appoint LeighAnn Mikesell, Deputy City Manager, as the city's director to the authority's board, and to appoint Jonathan Seyferth, City Manager, as the city's alternate director to the authority's board.								

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review	X	

Guest(s) Invited / Presenting:

No



August 12, 2024

**Board of
Commissioners**

Charles Nash
Chair, District 5

Jessica Cook
Vice Chair, District 6

Kim Cyr
District 1

Zach Lahring
District 2

Michelle Hazekamp
District 3

Marcia Hovey-Wright
District 4

Darrell L. Paige
District 7

Ms. LeighAnn Mikesell, Deputy City Manager
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

RE: Public Transit Authority Articles of Incorporation

Dear Ms. Mikesell:

Thank you for your assistance in the effort to create a public transit authority in our community, to be incorporated under Michigan Public Act 196 of 1986.

Attached is a copy of the Articles of Incorporation document that was developed with your assistance over the past months of work. Your further assistance in presenting these Articles of Incorporation for formal consideration and approval of your City Commission is greatly appreciated by all involved in this effort. Once all partner communities have approved these Articles of Incorporation, they will be published and filed as required, and the new entity will begin its work to identify and deliver improved public transportation in the community.

You may also find it expeditious at this time to obtain your Commission's formal appointment of a representative to serve as Director on the Authority board (and an Alternate Director, if desired). Appointing this individual(s) now will allow the Authority to conduct necessary business immediately upon incorporation. Please ensure that the appointed individual(s) meet the qualifications set out in the Articles.

Thank you again for your work on this matter. Please reach out with any questions or updates. If you wish for a representative of the County to attend your meeting, please advise.

Sincerely,

Mark Eisenbarth
County Administrator

James A. Koens
Transit Systems Manager

enclosure



**ARTICLES OF INCORPORATION
OF THE
MUSKEGON AREA TRANSIT SYSTEM (MATS)**

**Article I
Formation**

These Articles of Incorporation are executed and adopted by the Incorporating Political Subdivisions listed below to incorporate a public authority under the Public Transportation Authority Act of the State of Michigan, P.A. 196 of 1986, as amended (“Act 196”). The Incorporating Political Subdivisions anticipate that the Authority will enter into agreements with the County of Muskegon, the State of Michigan, and the Federal Transit Administration as may be necessary for the authority to acquire all of the County of Muskegon’s public transportation assets and assume all public transportation liabilities to the extent permitted under Act 196.

**Article II
Name, Incorporating Political Subdivisions, and Authority District**

Section 1. Name. The name of the Authority is the Muskegon Area Transit System.

Section 2. Incorporating Political Subdivisions. The following political subdivisions located within Muskegon County, Michigan, are the Incorporating Political Subdivisions and initial Members of the Authority:

- City of Muskegon
- City of Muskegon Heights
- City of Norton Shores
- City of Roosevelt Park

Additional political subdivision(s) may become Members or additional portions of a Member political subdivision may be added to the Authority District after the formation of the Authority upon resolution adopted by a majority vote of the members elected to, and serving on, the legislative body of the political subdivision requesting such membership or addition and upon approval by a two-thirds vote of the Authority Board of Directors, and upon proper adoption of an Amendment to these Articles as outlined herein.

Section 3. Authority District. For purposes of property tax levies as permitted by Act 196, the Authority shall have an “Authority District” with a geographic boundary that includes all of the voting precincts that have been authorized for inclusion by the Members in these Articles of Incorporation, as may be amended. The initial Authority District shall include:

- City of Muskegon – All Precincts
- City of Muskegon Heights – All Precincts
- City of Norton Shores – All Precincts
- City of Roosevelt Park – All Precincts

The Muskegon Area Transit System may provide its services both within the boundaries of its Authority District and outside of its Authority District in accordance with Act 196.

Article III

Purposes and Powers of the Authority

Section 1. Purposes. The purposes for which the Authority is created are:

- a. To provide public transportation services to the extent authorized by Act 196, including to plan, promote, finance, acquire, improve, enlarge, extend, own, construct, operate, maintain, replace, and contract for public transportation services and facilities within the Authority District.
- b. To provide ancillary services incidental, necessary, or convenient in support of the provision of public transportation services, including the facilitation of multi-modal access and connections for personal mobility devices, bicycles, pedestrians, inter-city buses, passenger rail, ports, airports, and other transportation means.
- c. To provide public transportation services within or outside the Authority District under contract or as determined beneficial by the Authority.
- d. To succeed to all rights, duties, and obligations of the County of Muskegon regarding public transportation services to the extent permitted under Act 196.
- e. To do all things necessary, suitable, or proper for the accomplishment of the above purposes.

Section 2. General Powers. The Authority has the power to do anything authorized or permitted by Act 196, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement or furtherance of the purposes above stated.

Article IV

Board of Directors – Governance of the Authority

Section 1. The Board. The Authority shall be governed by a Board of Directors (the “Board” and/or “Directors”).

Section 2. Composition. The Board shall consist of four (4) voting Directors. The legislative body of each Member shall appoint one (1) Director, that being a Council member, the chief executive, or another upper level administrative official of the Member. The legislative body of each Member may also appoint one (1) alternate Director, who shall also be a Council member, chief executive, or an administrative official, who may attend meetings and otherwise act on behalf of the Director appointed by that Member.

Section 3. Terms. Each Director or alternate Director shall serve for a term that runs concurrent with the time period for which they hold their office with the Member that appointed them.

Section 4. Removal / Resignation. Directors and alternate Directors, once appointed, shall continue to serve until they are reappointed, replaced by an appropriately appointed replacement, removed, or they resign. Directors and alternate Directors shall serve at the pleasure of the legislative body that appointed them and may be removed for any reason in the same manner by which they were appointed. A Director desiring to resign shall submit such resignation in writing to the Chairperson of the Authority Board of Directors and to the Member that appointed them. Such resignation shall take effect upon receipt of the resignation by the Chairperson of the Board of Directors. The legislative body that made the appointment of the removed or resigning Director shall make a replacement appointment within sixty (60) days of the removal action or accepted resignation. Professionalism and attendance at Board meetings is imperative and the Board may, by a two-thirds vote of the Authority Board of Directors, formally request that a

legislative body appoint a replacement Director for a pattern or practice of unexcused absence or for conduct unbecoming.

Section 5. Board Meetings. – The Board shall hold an initial meeting at a time and place selected and agreed to by the Board members for the purpose of appointing officers, adopting bylaws, and taking any other action the Board deems necessary. Thereafter, the Board shall hold at least an annual meeting at such place and time as shall be fixed by the Board. The Board shall transact other business as may be necessary at its annual meeting and shall hold regular meetings on a schedule to be determined by the Board.

Section 6. Voting and Decisions. Each Director shall have one (1) vote. Decisions of the Board shall require a majority vote of the total number of Directors present at any meeting of the Board in which a quorum is present.

Section 7. Quorum. A majority of the total number of Directors then in office who are present at a duly held meeting shall constitute a quorum for conducting business at any meeting of the Board. Attendance by electronic means shall be allowed only as permitted by applicable law.

Section 8. Compensation of Directors. Directors shall not be compensated by the Authority for attendance at meetings of the Board. Directors shall be entitled to reimbursement by the Authority for actual expenses incurred in the discharge of their official duties as determined by the Authority.

Section 9. Indemnification of Directors. The Board shall indemnify Directors of the Authority to the fullest extent permitted by applicable law. The Board may indemnify employees and other agents of the Authority as permitted by applicable law.

Section 10. Bylaws, Rules and Regulations. The Board shall adopt and establish its own bylaws, rules and regulations, policies and procedures regarding the operation, maintenance and management of the public transportation system.

Section 11. Open Meetings Act. The Board is a public body subject to the Open Meetings Act, PA 267 of 1976, as amended, and all meetings of the Board shall be open to the public.

Article V

Financial Matters

Section 1. Financial Records. The Authority shall maintain adequate financial records in accordance with law and generally accepted accounting principles.

Section 2. Annual Report. The Authority shall prepare an annual report on the Authority's operation and financial condition, which shall be made available to the public and transmitted to the Members of the Authority.

Section 3. Audits, Budgets, and Appropriations. The Authority shall provide for audits, budgets, and appropriations as required by Act 196.

Section 4. Fiscal Year. The Authority shall operate on a Fiscal Year beginning October 1 annually.

Article VI

Local Funding for Public Transportation Purposes

Section 1. Property Tax Levy. The Authority may levy property taxes on all of the taxable property within the limits of the Authority District for public transportation purposes as permitted by Act 196 and these Articles. Taxes shall not be levied except upon the approval by a majority of votes cast by registered and qualified electors residing in the Authority District and voting on the proposal(s) as authorized by Act 196. Any election on a transit revenue proposal initiated by the Authority shall be conducted and certified in accordance with Act 196.

Section 2. Collection of a Tax Levy. Any tax levy approved by the electorate shall be collected and transmitted to the Authority in accordance with the requirements of Act 196.

Section 3. Local Share Contribution Funding from Incorporating Political Subdivisions. Upon formation of the Authority, the Incorporating Political Subdivisions shall begin contributing quarterly to the Authority an amount equal to the funding levels paid by each Incorporating Political Subdivision for County-governed public transportation services in 2024. This level of quarterly contribution shall end after four years, or earlier at such time as a tax levy has been successfully collected by the Authority or an alternative local funding formula has been agreed by contract. No further Local Share Contribution under this Section shall be required of the Incorporating Political Subdivisions for the general purpose of forming the Authority. Local funding may be required as outlined elsewhere.

Section 4. Should a levy contemplated by this Article fail within four years of Authority formation, a Member may, by adoption of a resolution by a majority of the members elected to and serving on the legislative body of the Member, present to the Authority a request to be released from membership in the Authority. The Authority will not unduly decline the request and will act affirmatively as outlined in Article IX, Section 1(b), below.

Section 5. Local Jurisdiction and Contract Funding. The Authority shall have the ability to contract to provide services as it deems appropriate consistent with these Articles and Act 196. Contracts may include those entered with local municipalities, including Members, that provide for the purchase of service types or service levels not otherwise available or not offered in like manner across the entire Authority District.

Section 6. Funding equal to Tax Levy for New Subdivisions. In the event that a new Member (or additional voting precincts of an existing Member) is added to the Authority District after its formation, the Member requesting such addition shall be required to provide quarterly funding at an amount agreed with the Authority (if no tax levy has yet been passed). If a tax levy has been approved for collection, the new (or expanded) Member shall provide annual funding equal to the value of the tax levy that would have been assessed to the Member had it been included in the most recent tax levy. Such payment shall continue annually until the new Member's voting precincts can be included in a subsequent tax levy.

Article VII

Filing and Publication

Section 1. Filing and Publication. Within thirty (30) days after the signing of these Articles of Incorporation by all Incorporating Political Subdivisions, the Muskegon County Administrator, or his/her designee, shall:

- (a) Publish a copy of these articles at least once in a newspaper circulated within the area proposed to be served by the Authority, and

- (b) File a copy of these Articles with the Secretary of State, the Muskegon County Clerk, and the Director of the Michigan Department of Transportation

Section 2. Effective Date. These articles shall become effective immediately upon filing and publication as described above.

Section 3. Subsequent Filings. Publication and filing of Amendments to these Articles shall be consistent with Section 1 and Section 2, but shall be performed by the Chairperson of the Authority Board of Directors or his/her designee as the responsible official instead of the County Administrator.

Article VIII Amendment

Section 1. These Articles may be amended upon a resolution adopted by two-thirds of the legislative bodies that are, at the time of the proposed amendments, participating as Members of the Authority. No amendment shall be effective until the amendment is filed and published in the same manner as required for adoption of these Articles.

Article IX Release or Withdrawal from Authority

Section 1. An Incorporating Political subdivision may be released from membership in the Authority if all the following conditions are met:

- (a) Adoption of a resolution by a majority of the members serving on the governing or legislative body of the Incorporating Political Subdivision requesting release from membership.
- (b) Acceptance of the request by a 2/3 vote of the members serving on the board of the Authority, excluding the members representing the political subdivision requesting release.
- (c) Payment or the provision for payment is made regarding all obligations of the Incorporating Political Subdivision to the public authority or its creditors.

Section 2. Notwithstanding the provisions of Section 1, an Incorporating Political Subdivision may also be released from membership in the authority if all the following conditions are met:

- (a) A petition subject to section 5488 of the Michigan election law, 1945 PA 116, MCL 168.488, that bears the signatures of registered electors of the Incorporating Political Subdivision equal to at least 20% of the number of votes cast in the Incorporating Political Subdivision for all candidates for governor in the last general election in which a governor was elected and that requires the governing body of the Incorporating Political Subdivision entity by resolution to submit the question to its electors at the next general or special election is filed not less than 60 days before the election with the clerk of the entity presenting the question.
- (b) The Incorporating Political Subdivision desiring to withdraw from the authority has approved the question by a majority of the qualified and registered electors voting at a general or special election held in November before the expiration of a tax authorized to be levied under this act.
- (c) The vote upon the question approving the resolution is by ballot and is in substantially the following form: "Shall _____ (the Incorporating Political Subdivision) as provided by 1986 PA 196 withdraw from the authority as a member? Yes ____ No ____".
- (d) All ballots are cast, canvassed, and the results of the election certified in the same manner as ballots on any other question submitted to the electors of the entity seeking withdrawal pursuant to the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

- (e) Payment or the provision for payment is made regarding all obligations of the political subdivision to the public authority or its creditors. If withdrawal is approved by a majority of the electors voting on the question, the decision will take effect at the expiration date of the tax and neither the Authority nor officials of the other political subdivision(s) may appeal or amend this decision.

Section 3. Notwithstanding Section 1 and 2 above, an Incorporating Political Subdivision that is part of the Authority may withdraw from the Authority in any year in which a tax authorized to be levied under Act 196 of 1986 expires, without meeting the conditions listed in Section 1 or 2, if the Incorporating Political Subdivision makes the determination to withdraw by a vote of its legislative body held in January of that year.

Article X

Savings Clause

Section 1. Savings Clause. The invalidity or unenforceability of any term in these Articles shall not affect the validity or enforceability of any remaining term in these Articles.

Endorsements

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

The foregoing articles of incorporation were adopted by an affirmative vote of a majority of the members serving on the governing or legislative body of _____, _____ at a meeting duly held on the ____ day of _____, A.D., 20__.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: 880 First St. Demolition Bid							
Submitted by: Contessa Alexander, Development Analyst	Department: Economic Development							
Brief Summary: Staff is requesting authorization to contract with Asbestos Abatement Incorporated for the demolition of the structure at 880 First St.								
Detailed Summary & Background: The City of Muskegon solicited bids from qualified contractors for the demolition of the building located at 880 First St., Muskegon, MI 49440. The scope of work includes complete demolition and removal of the structure, including all foundations and footings, backfilling the site, hydroseeding, and asbestos abatement. The primary objective is to eliminate blight, improve the area's aesthetic appeal, and encourage economic development by preparing the site for future opportunities. The request for bids was posted on July 29, 2024, with a submission deadline of Tuesday, September 3rd at 2:00 PM. A request to adjust bids in order to reflect prevailing wages was made. The City Clerk received six bids from the following companies: • Asbestos Abatement Incorporated • Dore & Associates, Inc. • Melching Inc. • Pro-Tech Environmental Inc. • Pitsch Companies • Bolle Contracting Based on qualifications staff recommends awarding the contract to Asbestos Abatement Incorporated. The bid tabulation and the original request for bids are included for your review.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Progress toward completion of ongoing economic development projects Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Progress toward new and ongoing economic development projects								
Amount Requested: \$211,200	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): Public Improvement Fund (445)	Budget Amendment Needed:							

Yes		No	X	N/A		
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Recommended Motion:
 Authorize staff to contract with Asbestos Abatement Incorporated in the amount of \$211,200 for the 880 First St Demolition Project.

Approvals:		
Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

Bid Tabulation

Bid Dates:
September 4, 2024, September 16, 2024

Bid Times:
2pm, 5pm

Owner:
City of Muskegon

Project Title:
880 First St. Demolition Request for Bids

Project #:

Contractor	Base Bid Amount	Alternate Amount
Asbestos Abatement Incorporated	\$194,600.00	\$211,200.00
Dore & Associates, Inc.	\$219,600.00	\$219,000.00
Melching Inc.	\$248,000.00	\$248,000.00
Pro-Tech Environmental Inc.	\$251,500.00	\$189,500.00
Bolle Contracting	\$269,000.00	\$269,000.00
Pitsch Companies	\$292,000.00	_____

WATCH MUSKEGON

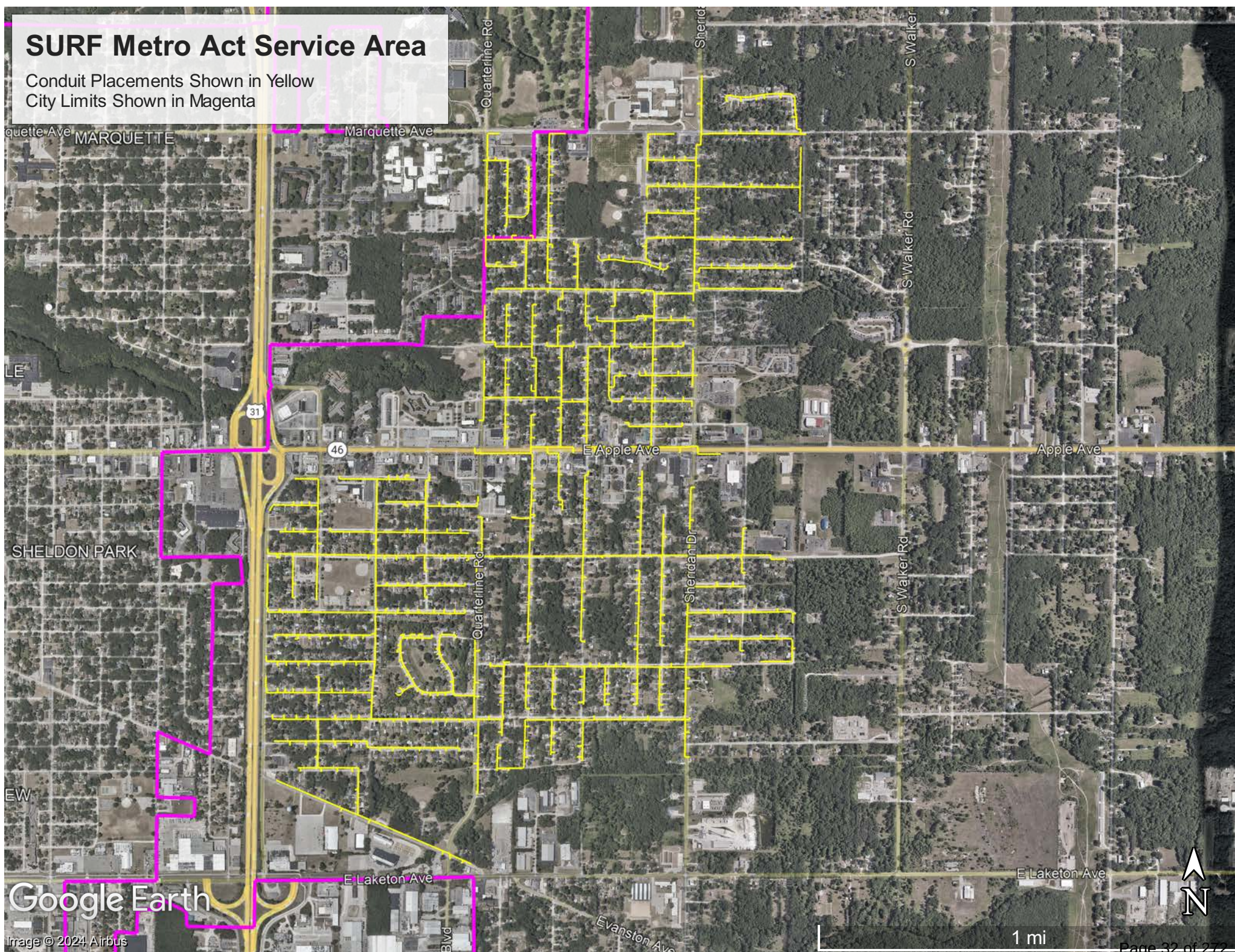
Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: SURF Broadband METRO Act Permit							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff requests approval of a permit from SURF Internet to access and use the public right-of-way within portions of the City.								
Detailed Summary & Background: Staff requests approval of a permit from Surf Internet to access and use the public right-of-way within portions of the City. The purpose of the access is to construct a fiber optic network extension that will service certain properties in the city. The expansion will affect the following city right-of-way areas in the northeast portion of the City: • Quarterline Road, Wesley to Marquette • The Shady Lane subdivision (Roblane, Suelane, & Marlane Streets) The application and maps are included in the packet. Staff recommends approval of the permit. Surf Internet will return to the City Engineering Office for individual permits at the time of construction, which will be approved at the staff level.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: Move to approve the permit from Surf Internet to access and use the public right-of-way within portions of the City.								
Approvals: <table border="1"><tr><td>Immediate Division</td><td>X</td><td></td></tr></table>	Immediate Division	X		Guest(s) Invited / Presenting: No				
Immediate Division	X							

Head			
Information Technology			
Other Division Heads	X		
Communication			
Legal Review			

SURF Metro Act Service Area

Conduit Placements Shown in Yellow
City Limits Shown in Magenta



Google Earth

Image © 2024 Airbus

1 mi



400 Feet City

August 6, 2024

City of Muskegon
Attn: Ann Meisch, Clerk
933 Terrace St.
Muskegon, MI 49440

RE: Michigan METRO Act/Right-of-Way

Dear Ms.Meisch:

The following Michigan METRO Act documents are being submitted for review and signature.

- METRO Act - Permit Application
 - Please sign and return
 - Representative from Surf Internet will countersign and return copy
- METRO Act - Bilateral Permit
- 2024 Annual Statement
- Certificate of Liability Insurance
- 2024 State of Michigan Certificate Foreign Limited Liability Company
- High level design map

For questions, please contact Jim Morris direct at 574-339-0712 or via email at jmorris@surfineternet.com.

Respectfully submitted,

Tracy Bontrager on behalf of Jim Morris



**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Surf Air Wireless, LLC d/b/a Surf Internet organized under the laws of the State of Delaware whose address is 228 Waterfall Dr., Elkhart, IN 46516.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his/her/their designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Muskegon, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows: Steve Charney, Director of OSP Engineering, 3325 Middlebury St., Elkhart, IN 46516, 574-306-5678, scharney@surfinternet.com.
- 3.2
- 3.2.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Adam Bates, Director of OSP Construction, 400 76th St. SW, Byron Center, MI 49315, 517-375-1693, abates@surfinternet.com.

- 3.2.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Steve Charney, Director of OSP Engineering, 3325 Middlebury St., Elkhart, IN 46516, 574-306-5678, scharney@surfinternet.com.
- 3.2.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Charney, Director of OSP Engineering, 400 76th St. SW, Suite 15, Byron Center, MI 49315, 574-306-5678, scharney@surfinternet.com; and/or Adam Bates, Director of OSP Construction, 400 76th St. SW, Suite 15, Byron Center MI, 49315, 517-375-1693, abates@surfinternet.com.
- 3.2.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve, Charney, Director of OSP Engineering, 400 76th St. SW, Suite 15, Byron Center, MI 49315, 574-306-5678, scharney@surfinternet.com; and/or Adam Bates, Director of OSP Construction, 400 76th St. SW, Suite 15, Byron Center MI, 49315, 517-375-1693, abates@surfinternet.com.
- 3.2.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. For emergencies, please contact the Surf Internet Network Operations Center at 574-584-2300.
- 3.2.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.3 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.4 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously

supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground

at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
 - 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.
- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at

its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.
- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.
- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults

which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to 933 Terrace St., Muskegon, MI 49440.

12.1.2 If to Company, to 400 76th St. SW, Byron Center, MI 49315, with a copy to 228 Waterfall Dr., Elkhart, IN 46516

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Muskegon

Attest:
By: _____
Its: _____

By: _____
Its: City Clerk
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

SURF AIR WIRELESS, LLC D/B/A SURF
INTERNET

By:_____

Its:_____

Date:_____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

**METRO Act Permit Application Form
Revised February 2, 2015**

City of Muskegon

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**Surf Air Wireless, LLC d/b/a Surf Internet
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at [METRO Act/Right of Way \(michigan.gov\)](http://www.michigan.gov/metro).

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 933 Terrace St., Muskegon, MI 49440.

City of Muskegon

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
**Surf Air Wireless, LLC d/b/a Surf Internet
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 08/06/2024

1.2 Applicant's legal name: _ Surf Air Wireless, LLC
Mailing Address: 228 Waterfall Dr.
Elkhart, IN 46516
Telephone Number: 888-274-6381
Corporate website: <https://surfinternet.com/>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Contact Name: Adam Bates, Director of OSP Construction
Mailing Address: 400 76th St. SW, Suite 15
Byron Center, MI 49315
Telephone Number: 517-375-1693
E-mail Address: abates@surfinternet.com

1.3 Type of Entity: (Check one of the following)

☐ Corporation
☐ General Partnership
☐ Limited Partnership
☒ Limited Liability Company

_____ Individual
_____ Other, please describe: _____

- 1.4 Assumed name for doing business, if any: _____
1.5 Description of Entity: _____

Jurisdiction of incorporation/formation; Delaware
Date of incorporation/formation; 6/30/2006
If a subsidiary, name of ultimate parent company;
Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Gene Crusie, CEO
Ryan Delack, CFO
Brent Williams, COO
Patrick Wheeland, CTO

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. (Please see attached)

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: _____
_____None_____.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

1.9 Circle: Yes ☒ No

If "yes," please describe the circumstances.

1.10 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

A felony; or

A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes ☒ No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.11 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

A private review of the financial statements can be arranged if required by Municipality with an approved and executed non-disclosure agreement.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Installation of Telecommunications Conduit and Fiber via underground or aerial methods.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

A high-level map is attached which shows proposed routes and facilities. Final detailed drawings will be provided as part of the formal permitting process with the municipality or governing entity responsible for the right-of-ways. Approved permits and engineered drawings will be shared with involved parties as part of the process.

2.4 Please provide an anticipated or actual construction schedule.

Surf Internet intends to begin construction immediately upon receiving the necessary permits from the municipality.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Surf Air Wireless, LLC

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Surf Air Wireless, LLC

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;

228 Waterfall Dr., Elkhart, IN 46516

3.2 Location of all records and engineering drawings, if not at local office;

3325 Middlebury St., Elkhart, IN 46516

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Steve Charney, Director of OSP Engineering
400 76th St. SW, Byron Center, MI 49315
scharney@surfinternet.com
574-306-5678

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

Worker's compensation;

Commercial general liability, including at least:

3.4.1.1 Combined overall limits;

3.4.1.2 Combined single limit for each occurrence of bodily injury;

3.4.1.3 Personal injury;

3.4.1.4 Property damage;

3.4.1.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.1.6 Independent contractor liability;

3.4.1.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.1.8 Environmental contamination;

Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

Surf Air Wireless, LLC d/b/a Surf Internet

Signed by:
By: Stephen J Charney
4D3F4F47A3AE459...

Title: Steve Charney, Director OSP Engineering

Date: 8/6/2024

S:\metroapplicationform.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2024

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

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

PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	CONTACT NAME: Tracy Alexander PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): E-MAIL ADDRESS: talexander@unitelinsurance.com <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Casualty of America</td> <td>28188</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: Travelers Casualty of America	28188	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Travelers Property Casualty Co of America	25674														
INSURER C: Travelers Casualty of America	28188														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Surf Air Wireless, LLC PO Box 552 Goshen, IN, 46527															

COVERAGES

CERTIFICATE NUMBER: 1722966291873
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			H-630-1Y025674-PHX-24	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			810-1Y02623A-24-I3-G	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB			CUP-1Y131133-24-I3	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-1Y027643-24-I3-G	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Muskegon, its staff, and elected or appointed officials are named as additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Muskegon 933 Terrace St. Muskegon, MI, 49440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Evanston Insurance Company

POLICY NUMBER: CPLMOL110115

CONTRACTOR'S POLLUTION LIABILITY SUPPLEMENTAL DECLARATIONS

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION OR DEDUCTIBLE.

Limits Of Insurance And Self-Insured Retention Or Deductible

LIMITS OF INSURANCE

Coverage Form Aggregate Limit	\$1,000,000
☒ Each Contractor's Pollution Condition Limit	\$1,000,000
☒ Each Transportation Pollution Condition Limit	\$1,000,000
☒ Each Non-Owned Disposal Site Pollution Condition Limit	\$1,000,000
☒ Each Crisis Management And Emergency Response Limit	\$1,000,000
☒ Defense Expenses Aggregate Limit	\$1,000,000

☐ SELF-INSURED RETENTION

☒ DEDUCTIBLE

Each Pollution Condition \$10,000

Retroactive Date (Not applicable with MEEI 0007)

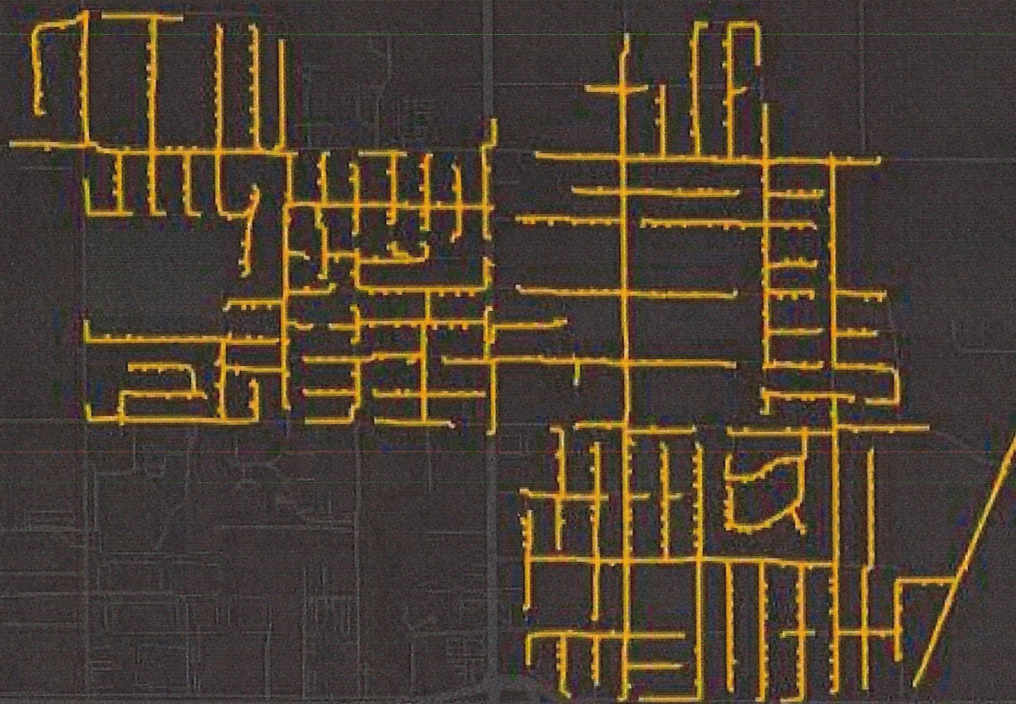
Retroactive Date (Claims-Made And Reported Coverage Only)

This insurance does not apply to injury or damages that occurs before the Retroactive Date shown above.

Endorsements

Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue:

SEE FORMS SCHEDULE MDIL 1001 ATTACHED



US Highway 31

US Highway 31

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL STATEMENT

For use by FOREIGN LIMITED LIABILITY COMPANY
(Required by Section 207, Act 23, Public Act of 1993)

Identification Number: 801879615

Annual Statement Filing Year: 2024

1. Limited Liability Company Name:

SURF AIR WIRELESS, LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: THE CORPORATION COMPANY

2. Street Address: 40600 ANN ARBOR RD E STE 201

Apt/Suite/Other:

City: PLYMOUTH

State: MI

Zip Code: 48170

3. Mailing address of the registered office:

P.O. Box or Street

Address:

Apt/Suite/Other:

City:

State:

Zip Code:

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 16th Day of November, 2023 by:

Signature	Title	Title If "Other" was selected
Heather M Neveu	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL STATEMENT

for

SURF AIR WIRELESS, LLC

ID Number: 801879615

received by electronic transmission on November 16, 2023 , ***is hereby endorsed.***

Filed on November 16, 2023, ***by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

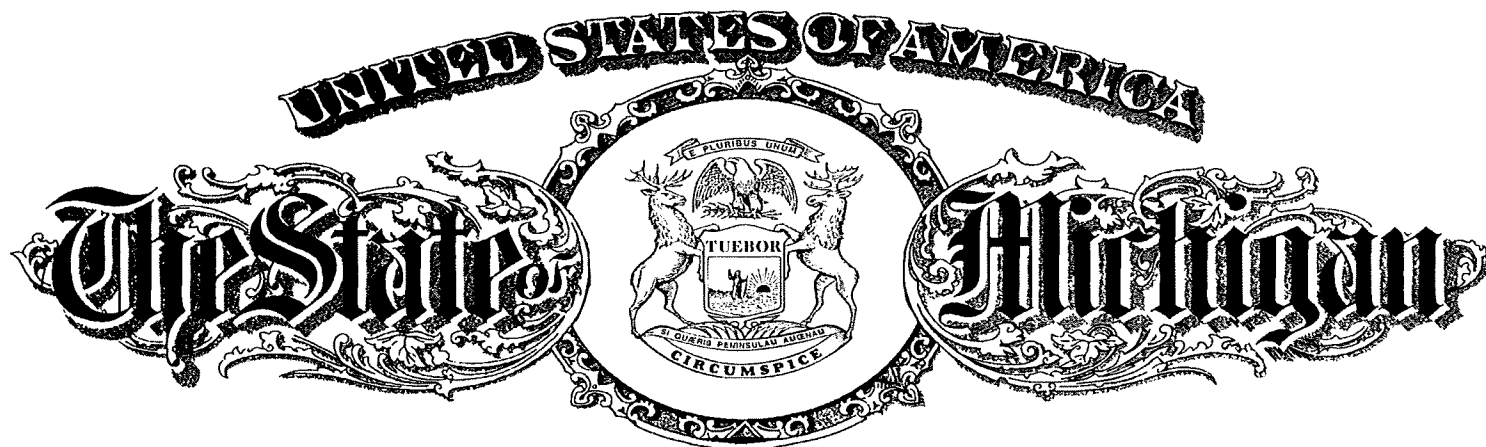


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of November, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

SURF AIR WIRELESS, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on October 30 , 2014, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 24020371401

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 16th day of February , 2024.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Opioid Settlement Funding & Management Agreement
Submitted by: Peter Wills, Director of Governmental Relations	Department: Manager's Office
Brief Summary: Staff requests approval to enter into a Funding and Management Agreement with the County of Muskegon to allocate the City's Opioid Settlement Funds to help fund the county's existing opioid grant program.	
Detailed Summary & Background: In 2021, a \$26 billion nationwide settlement was reached to resolve all opioid litigation brought by states and local units of governments against various pharmaceutical distributors. The State of Michigan is estimated to receive approximately \$1.6 billion , by 2040. Settlement funds are distributed to state and local governments (county, city, townships). A state-subdivision agreement between the State of Michigan and local government directs how opioid settlement funds are distributed. Payments are based on a national allocation formula which considers opioid overdose fatalities, prevalence of opioid use disorder and distribution of opioids. Fifty percent of funds go to county, city, and township governments. The estimated <u>local government share</u> is \$725 million. Fifty percent of funds go to the state's designated fund, The Michigan Opioid Healing and Recovery Fund . The estimated <u>state share</u> is \$887 million. Local governments can combine funds with counties, cities, townships and municipalities. Payment amounts will differ among the various settlements and may not be received annually. The City expects to receive approximately \$605,256.92 through 2040. Since February 2023, the City has received \$171,244.19 . Settlement funds are intended to serve those most profoundly impacted by the drug overdose crisis, with <u>allowable uses focusing on prevention, harm reduction, treatment and recovery</u> . The City's Settlement Funds would help fund the County's Opioid Settlement Fund grant program, established in 2023. An Opioid Settlement Funding and Management Agreement would exist between the City and County. Terms of the Agreement would stipulate that - - City-contributed funds would be for the benefit of city residents, only; - The City participates in the review and approval of applicants providing services to City residents; - The City annually reviews, with the County, the Agreement as well as the Grant Program; - Funds would be used for activities that meet the definition of opioid remediation, be evidence-based strategies or promising practices and align with approved uses; - 5% of funds to be used for administrative expenses, including any reporting requirements. - The City would receive an annual accounting report of the grant program, including total funds awarded, name of the grantee, category of assistance, target audience, project summary and amounts approved.,	

Goal/Focus Area/Action Item Addressed:**Key Focus Areas:**

Strong ties among government and community agencies

Goal/Action Item:

2027 GOAL 3: COMMUNITY CONNECTION - Strong ties among government and community agencies

Amount Requested:

NA

Budgeted Item:

Yes	X	No		N/A		
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Fund(s) or Account(s):

101-000-684-004800

Budget Amendment Needed:

Yes		No	X	N/A		
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Recommended Motion:

To approve the Opioid Settlement Funding and Management Agreement between the City of Muskegon and County of Muskegon, and authorize the Mayor and Clerk to sign.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads	X	
Communication		
Legal Review	X	

Guest(s) Invited / Presenting:

Yes

**CITY USE OF OPIOID SETTLEMENT FUNDS
FUNDING AND MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF MUSKEGON
AND
THE COUNTY OF MUSKEGON**

THIS AGREEMENT made and entered into by and between the **CITY OF MUSKEGON**, a municipal corporation and political subdivision of the State of Michigan, **990 Terrace St, Muskegon, Michigan 49442**, hereinafter referred to as the “City”), and **The County of Muskegon** (hereinafter referred to as the “Recipient”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the City has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the City was participant. The City’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the Recipient developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the Recipient received input and review of the Plan from outside third parties and concurrence on the Plan; and

WHEREAS, the City has determined that the Recipient has the capacity to initiate and coordinate programs eligible for the use of Settlement Payments; and

WHEREAS, the Recipient operates or collaborates with a variety of programs for which opioid settlement funds can be used, and possesses the expertise or connections necessary to utilize the funds most efficiently; and

WHEREAS, the City has determined to grant funding to the “Recipient” and the funding will be directed to the Recipient’s Opioid Settlement Funding grant program. Eligible organizations shall use the funds to support the development, implementation, enhancement, or expansion of opioid prevention, harm reduction, treatment, and recovery programs and services for the benefit of City of Muskegon residents (the “Program”). Funding will be provided in amount not less than Five Hundred and 00/100 Dollars (\$500.00) on a quarterly basis (the “Award Amount”); and

WHEREAS, no more than five percent (5%) of the Award Amount shall be allocated by Recipient toward its administrative expenses, including reporting requirements; and

WHEREAS, the City has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses, attached hereto as Exhibit B (originally marked Exhibit “E” in the settlements); and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the City will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the City, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient, a qualified and experienced provider of the services herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. Term and Termination. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Effective Date.** This Agreement shall become effective on the date (the “Effective Date”) that all of the following has occurred: (i) the approval of the Plan by the Board of Commissioners of the Recipient; (ii) the approval by the governing body of the City; (iii) the execution by an authorized officer of the City; and (iv) the execution by an authorized officer of the Recipient.

B. **Term and Expiration.** This Agreement shall commence on the Effective Date. This Agreement shall expire with no further action on behalf of the parties when the Plan has been implemented by the Recipient, all allowed costs have been paid by the City to the Recipient, and the Award Amount has been spent; provided, no additional extension of this agreement for continued services and requisite funding award has been executed by the Parties. The Parties may extend this Agreement for additional terms as outlined in an amendment to this Agreement.

C. **Termination without Cause.** The City or the Recipient may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

D. **Termination for Cause.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the City to provide all necessary assistance the Recipient requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. Scope of Services. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit

A and this Agreement, the terms of this Agreement will prevail.

The Recipient may elect to enter into sub-recipient agreements with other qualified entities. If it elects to provide some or all of the services by way of sub-recipients, the Recipient shall enter into contractual agreements incorporating the requirements contained herein.

If the Recipient intends to use Award Funds for administrative expenses, they must be included in Exhibit A. No more than five percent (5%) of the Award Amount shall be allocated by Recipient toward its administrative expenses, including reporting requirements.

3. Compensation. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount. Further, it is understood that the Award Amount shall equal the Settlement Payments.

The Award Amount shall be used by Recipient solely for the purposes set forth in this Agreement and must directly benefit residents of the City of Muskegon. The Award Amount may not be used to benefit non-residents. Recipient understands that the Settlement Funds are not in the City's control and may not be received on a predictable schedule. Award Amount may be lower than anticipated depending on the financial viability of defendants in the Opioid Litigation.

Payment by the City to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the City.

4. Future Funding. City is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that City has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. Reports. Recipient shall provide the City timely and reasonable access to all data and information in the Recipient's possession or control related to the Plan and/or necessary to comply with this Agreement. This includes program evaluation and reporting on clients served, including residency of clients, types of services, outputs, outcomes, daily counts, etc., as determined by the City in its sole discretion. These types of reporting obligations related to the Plan are required as the City works to measure successful outcomes and determine best uses of Settlement Funds in ensuing years and to ensure that the Award Amount is used to solely benefit City of Muskegon residents. Recipient shall provide the City or its designated agent(s) information on program services related to Award Amounts. Failure to do so in an accurate and timely manner may result in termination for cause.

6. Selection Committee. The City Manager or their designee, shall be entitled to one (1) seat on Recipient's Opioid Settlement Funding Grant Committee.

7. Right of Audit. The City or its designee may audit the Recipient to verify

compliance with this Agreement. The Recipient must retain and provide to the City or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

8. Right of Inspection. Within ten (10) calendar days of providing notice, the City and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

9. Recipient Monitoring. The Recipient will comply with the City's policy for Recipient monitoring, if any, and provide all required documentation upon request of the City including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the City related to the Award, (3) written responses to internal control questionnaires.

10. Compliance with the Law. The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

11. Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, in the district and division in which the City is located.

12. Independent Contractor. The employees, servants and agents of the Recipient or the beneficiaries of the Award Amount shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the City. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or

longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the City with proof of said coverage.

13. Nondiscrimination. The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

14. Indemnification and Hold Harmless. The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the City, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement or the limitations of Exhibit B such that the City is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the City, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

15. Insurance. The Recipient shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the City and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy

proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the City, and all of the City's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.

E. Deductibles and SIRs. The Recipient shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.

F. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the City as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: _____ City, [address]." In the event the Recipient's insurer refuses to provide such an endorsement the Recipient shall be responsible for providing the required notice.

G. Proof of Insurance. The Recipient shall provide to the City at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

16. Waivers; Remedies. No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the

Award Amount funding in any way, it shall immediately, upon written demand from the City, repay all of the funds previously received pursuant to this Agreement.

17. Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

18. Assignment or Subcontracting. Neither Party may assign, subcontract, or otherwise engage any subrecipient to coordinate programs eligible for the use of the Award Amount, without advance written consent of the other Party.

19. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. Complete Agreement. This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. Survival Clause. All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

22. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

23. Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

24. Non-Beneficiary Contract. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.

25. Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to City: City Manager
 933 Terrace St.
 Muskegon, MI 49440

With Copy to:
 City Attorney
 Parmenter Law
 601 Terrace St.
 Muskegon, MI 49440

If to Recipient: _____

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

27. Entire Agreement. This Agreement sets forth the entire agreement between the

Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

28. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

CITY OF MUSKEGON

By: _____
Kenneth Johnson, Mayor
City of Muskegon

Date: _____

By: _____
Ann Meisch, Clerk
City of Muskegon

Date: _____

COUNTY OF MUSKEGON

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Exhibit A Scope of Work

1. Funding will be provided, from the City to the Recipient, in an amount not less than Five Hundred and 00/100 Dollars (\$500.00) on a quarterly basis (the “Award Amount”).
2. The Recipient shall direct the Award Amount to the Recipient’s Opioid Settlement Grant funding program each eligible grant year, unless notice is provided to terminate the Agreement.
3. Eligible organizations shall use the Award Amount to support the development, implementation, enhancement, or expansion of opioid prevention, harm reduction, treatment, and recovery programs and services for the benefit of City of Muskegon residents.
4. No more than five percent (5%) of the Award Amount shall be allocated by the Recipient to the administrative expenses, including any reporting requirements, of the Recipient’s Opioid Settlement Grant funding program.
5. The Recipient shall provide to the City an accounting report of the grant program. The report shall include, but not be limited to, total funds awarded, name of the grantee, category of assistance, target audience, project summary and amounts approved.
6. The Recipient shall include the City on the Recipient’s Opioid Settlement Funding Grant Committee to review and select applications originating from the City of Muskegon, as well as annually review the grant program.
7. The City may audit the Recipient to verify compliance with this Agreement.

Exhibit B
List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”).

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with cooccurring Opioid

Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant/need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B
Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use

Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any cooccurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or

underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon City, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any cooccurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-parent dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD

and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any cooccurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. **PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention

strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer

support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any cooccurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative

statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any cooccurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

2022 National Opioid Settlement Funding

Resources to learn more information

Michigan Office of Attorney General

- <https://www.michigan.gov/opioids/opioidsettlements>
- <https://www.michigan.gov/ag/initiatives/opioids>

National Opioids Settlement <https://nationalopioidsettlement.com/>

MML – Opioid Resources for communities

https://mml.org/resources-research/information/opioid_resources/

Michigan Association of Counties [Opioid Settlement Resources](#)

What is an Opioid?

Class of drugs that derive from, or mimic, natural substances found in the opium poppy plant.

Fentanyl; pain relievers available legally by prescription, such as oxycodone (OxyContin®), hydrocodone (Vicodin®), codeine, morphine; heroin; and many others.

All opioids activate an area of nerve cells in the brain and body called opioid receptors that block pain signals between the brain and the body.

What are the Opioid Settlements?

In 2021, a \$26 billion nationwide settlement was reached to resolve all opioid litigation brought by states and local units of governments against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

According to the [National Opioid Settlement](#), settlements have been reached with defendants **Janssen, Cardinal, McKesson, AmerisourceBergen, Teva, Allergan, CVS, Walgreens, Walmart, and Kroger Co.**

Each of the agreements dictate the terms of the settlements.

Opioid settlement funds are intended to serve those most profoundly impacted by the drug overdose crisis, with allowable uses focusing on prevention, harm reduction, treatment and recovery.

About the Opioid Settlements

State of Michigan estimated to receive approximately [\\$1.6 billion](#), by 2040.

Settlement funds distributed to Michigan's state and local governments (county, city, townships).

Fifty percent of funds go to county, city, and township governments. The estimated local government share is \$725 million.

Fifty percent of funds go to the state's designated fund, [The Michigan Opioid Healing and Recovery Fund](#). The estimated state share is \$887 million.

A state-subdivision agreement between the State of Michigan and local government directs how opioid settlement funds are distributed.

Payments are based on a national allocation formula which considers opioid overdose fatalities, prevalence of opioid use disorder and distribution of opioids.

Local governments also have the ability to combine funds with counties, cities, townships and municipalities.

Payment amounts will differ among the various settlements and may not be received annually.

How much will my local government receive?

Since February 2023, the City of Muskegon has received **\$171,244.19**.

02/01/2023	OPIOID SETTLEMENT	60,359.82
08/03/2023	OPIOD SETTLEMENT	7,935.82
11/02/2023	OPIODS SETTLEMENT FUND	3,182.11
11/02/2023	OPIODS SETTLEMENT FUND	3,979.52
8/31/24	OPIODS SETTLEMENT FUND	16,444.56
06/03/2024	DISTRIBUTOR PAYMENT 7	7,238.03
06/03/2024	TEVA PAYMENT 1	3,493.79
8/31/24	TEVA PAYMENT 2	3,576.33
06/03/2024	WALMART PAYMENT 1	40,697.35
06/03/2024	CVS PAYMENT 1	4,269.65
8/31/24	CVS PAYMENT 2	3,114.12
06/03/2024	ALLERGAN PAYMENT 1	4,481.01
8/31/24	ALLERGAN PAYMENT 2	4,529.45
06/03/2024	WALGREENS PAYMENT 1	5,107.81
06/03/2024	WALGREENS PAYMENT 2	2,834.82
		171,244.19

The City expects to receive approximately **\$605,256.92** through 2040.

Estimated payments by settlement can be found through the Opioid Settlement Payment Estimator under “Resources” on the [Michigan Department of Attorney General Opioids website](#).

Distributor	\$280,994.04
Janseen	\$65,360.09
Teva	\$50,706.06
Allergan	\$30,208.23
CVS	\$67,072.34
Walmart	\$37,982.03
Walgreens	\$72,934.14
Total	\$605,256.92

Other Muskegon County governmental units receiving settlement funding

Muskegon County	\$11,450,648.78
Egleston Twp	\$34,302.66
Fruitport Twp	\$74,900.16
Muskegon Twp	\$124,939.82
Muskegon Heights	\$173,266.31
Norton Shores	\$242,987.17

How will the settlement funds be spent?

The majority of funds must be spent on opioid remediation, according to the [national opioid settlement](#).

Opioid remediation: Care, treatment, and other programs and expenditures designed to:

1. *Address the misuse and abuse of opioid products.*
2. *Treat or mitigate opioid use or related disorders.*
3. *Mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.*

Are there restrictions on how funds can be used?

Each of the 2022 National Opioid Settlements include a list of approved uses for the settlement’s remediation funds.

[Exhibit E](#) is a non-exhaustive list of possible ways that opioid settlement funds can be spent. The document includes a list of “Core Strategies” and “Approved Uses”.

Core Strategies

- Naloxone or other FDA-approved drug to reverse opioid overdoses
- Medication-assisted Treatment (MAT) distribution and other opioid-related treatment
- Address needs of pregnant and postpartum women
- Expanding treatment for Neonatal Abstinence Syndrome (NAS)

- Expansion of warm hand-off programs and recovery services
- Treatment for incarcerated population
- Prevention programs
- Expanding syringe service programs
- Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state

Approved Uses

Approved Uses – Treatment:

- Treat Opioid Use Disorder (OUD)
- Support people in treatment and recovery
- Connect people to the help they need (connections to care)
- Address the needs of criminal justice-involved persons
- Address the needs of pregnant or parenting women and their families, including babies with NAS

Approved Uses – Prevention:

- Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
- Prevent misuse of opioids
- Prevent overdose deaths and other harms (harm reduction)

Approved Uses – Other Strategies:

- Support first responders
- Leadership, planning and coordination
- Training
- Research

Local Reporting on Opioid Settlement Funds

Michigan Opioid Settlement County Reporting: Data Overview

Local governments in Michigan are required to report expenditures that do not align with the definition of “opioid remediation” and Exhibit E, on a biannual basis. These reports can be found on the [Non-Opioid Remediation Use Reporting website](#).

MI Association of Counties (MAC) Opioid Settlement Reporting Survey

- According to a June 2024 survey of county opioid settlement spending –
 - o Most counties are in planning processes with development of steering committees and community assessments.
 - o Half of the counties indicated that no funds had yet been spent.
 - o Counties are primarily funding treatment in jail settings, primary prevention, and harm reduction activities (naloxone access only).
 - o Most counties are not combining funds with other governments and have created a separate fund to ensure settlement funds are not combined with general funds.

- Recommendations include:
 - Increased education on harm reduction, recovery support strategies, data collection, and treatment for pregnant and parenting people and infants.
 - Increased education around the importance and process of including those with lived and living experience with substance use in planning efforts.
 - Increased education around how to ensure funds reach those most profoundly impacted by substance use and the drug overdose crisis.
 - Increased understanding of funding schedules and how to determine average annual amounts for spending or which funding models counties are utilizing.
 - Increased opportunities for collaboration across local governments.
 - Increased awareness of how local gov's can leverage state opioid settlement funds.

Limitations of Opioid Settlement Funding

Some local units have created a separate fund to ensure settlement funds are not combined with general funds.

The inconsistent annual distribution and payment schedule of funds to local units are not enough to create new city programming around this issue.

Unlike the City's Marihuana Social Equity Grant & Loan Program where flexibility exists on the eligible uses of those funds, Opioid Settlement funds are limited to prevention, harm reduction, treatment and recovery.

County of Muskegon's FY24 Opioid Settlement Fund Grant, established in 2023.

- 3/16/23 – county staff presented preliminary proposal to board. Board directed staff to receive community input.
 - Public Health aligned their efforts with the MI Association of Counties Public Facing Planning Process to understand the current landscape.
 - County consulted with the Muskegon Community Opiate Task Force to serve as subject matter experts and an advisory group.
 - County reviewed most recent Medical Examiner's reports, statistics on drug-related deaths, etc.
 - County reference the Coalition for a Drug Free Muskegon's Strategic Plan for 2023-2028.
- 9/21/23 – Public Health presented Opioid Settlement Funds Proposal to the Board.
- 12/19/23 – Board approved Distribution Plan

- 1/22/24 – Public Health issued an invitation to apply for grant funds via an RFP. (Year 1 of the grant program)
- 4/16/24 – Board approved 7 opioid settlement funding grant awards totaling \$233,710 for the period April 1, 2024 – Sept 30, 2024.
 - o The intent was to solicit proposals *“for the purposes of reducing the adverse impacts of the drug overdose crisis, preventing initiation of substance abuse and supporting treatment and recovery for those most profoundly impacted by this crisis.”*
- 6/12/24 – Public Health issued an invitation to apply for grant funds via an RFP for Oct 1, 2024 – Sept 30, 2025. (Year 2 of the grant program)

County Opioid Settlement Fund Distribution Plan

- County plans to allocate \$600,000 per year
- County plans to annually review program
- 5% of settlement funds are set aside for admin expenses
- 25% to internal county operations (excluding HealthWest and Public Health)
- 10% to be held in an emergency/contingency fund. Organizations that provide services for county residents affected by substance-abuse may apply for these funds. Unused funds are rolled over.
- Municipalities will be invited to contribute to this grant and process for distribution.
- Remaining 60% will be allocated for activities in the strategic categories of prevention, treatment, harm reduction, recovery, and criminal/legal.
- In 2023, 7 grants awarded totaling \$233,710. Grantees could apply up to \$35,500 each. Grantees enter into an extensive Grant Agreement.

Agency	Category	Amount
Fresh Coast	Prevention, recovery, harm reduction	\$23,913
Life Align	Harm Reduction	\$35,500
Life Align	Recovery	\$35,500
Health Project	Prevention, harm reduction	\$33,500
Red Project	Harm reduction	\$35,000
Arbor Circle	Treatment	\$34,816
Arbor Circle	Recovery	\$34,981

Local allocations as of 9/21/23

	0.0057198661%	0.0124893804%	0.0208333463%	0.1009248080%	1.9100367830%	0.0288916451%	0.0405173975%	
	Egelston Township	Fruitport Charter Township	Muskegon Charter Township	Muskegon City	Muskegon County	Muskegon Heights City	Norton Shores City	Total Local
DistributorsYR1	\$413	\$901	\$1,503	\$7,279	\$137,763	\$2,084	\$2,922	\$152,864
DistributorsYR2	\$450	\$982	\$1,638	\$7,936	\$150,188	\$2,272	\$3,186	\$166,652
DistributorsYR3	\$450	\$982	\$1,638	\$7,936	\$150,188	\$2,272	\$3,186	\$166,652
Janssen1-5	\$2,559	\$5,587	\$9,319	\$45,145	\$854,380	\$12,924	\$18,124	\$948,036
	\$3,871	\$8,452	\$14,098	\$68,296	\$1,292,518	\$19,551	\$27,418	\$1,434,203

Funds available for Muskegon County?

Muskegon County: Plus interest earned to date of \$15,587 = **\$1,308,105** available as of 9/21/23

Timing of future payments or exact amounts to be received each year are not known.

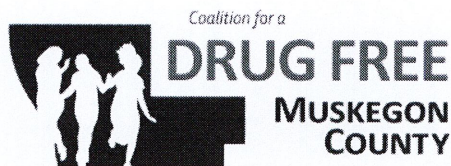
Using current estimated settlement total of \$10,642,684 divided by 18 years:

We project estimated funds available per year to be **\$600,000** including interest earnings.

Next, we aligned our efforts with the *Public Facing Planning Process* as outlined in the Michigan Opioid Settlement Funds Toolkit: A Guide for Local Spending provided by the Michigan Association of Counties

Understand the current landscape (specific to Muskegon County)

- Reached out to the *Muskegon Community Opiate Task Force* to request assistance as subject matter expert/advisory group
- Reviewed the most recent Medical Examiner's report, statistics on drug-related deaths
- Referenced the *Coalition for a Drug Free Muskegon's Strategic Plan for 2023 - 2028*
- Participated in numerous discussions/meetings at state level (MALPH and MDHHS)
- Attended Technical Assistance Learning Series on July 27th - Treating Opioid Use Disorder in Jails
- Watched several webinars and virtual learning sessions John Hopkins, UofM, MAC links
- Opiate Task Force Summit - August 18th
- Opioid Settlement Funds Stakeholder discussion - August 18th
- Attorney Dana Nessel visit for opioid settlement group discussion - September 11th
- Continued meetings and discussions



Wednesday, July 26, 2023 - initial discussion of settlement input goals at Opioid Task Force meeting (virtual)

Family Outreach Center Red Project HealthWest Life Align	Trinity Health Public Health Battle Creek VA Wedgewood	Michigan Opioid Collaborative Cherry Health Michigan Public Health Institute Michigan Department of Health and Human Services
---	---	--

- Use of State guideline categories: Prevention, Harm Reduction, Linkage to Care, Criminal/Legal System, Treatment, Recovery Supports, Data/Research, Pregnant Women
- Community issue priorities

14 th Circuit Court Medical Examiner Office Public Health Family Outreach Center Eastside Outpatient Services Muskegon Recovery Court Child Protective Services	Every Woman's Place Fresh Coast Alliance Trinity Health Lazarus Consulting Prosecutor's Office Arbor Circle County Commission	Lakeshore Regional Entity HealthWest Muskegon Area Medication Disposal Program Health Project/Drug Free Muskegon County Sheriff LifeAlign
--	---	--

- Community input based approach that assesses community needs
- Meeting the organizations that provide services
- Understand how communities and individuals are impacted

County Sheriff Recovery Court Fresh Coast Alliance Health Project/Drug Free Muskegon	Public Health Family Outreach Center Red Project	LifeAlign Trinity Health Prosecutor's Office
---	--	--

- Input on strategy and evaluation design
- Initial project goals
- Re-evaluating process after year one
- Discussion of innovative strategies

HealthWest Health Project/Drug Free Muskegon Fresh Coast Alliance Red Project LifeAlign	Family Outreach Center Trinity Health Eastside Outpatient Services Public Health	Arbor Circle Lazarus Consulting Cherry Health 14 th Circuit Court
---	---	---

- Re-review of community priorities
- Project scope and purpose of funding
- Request for proposal input

Community Prioritized Issues

1. Transportation to and from services
2. Family member education
3. Addressing social determinants of health (underlying/root causes)
4. Innovation (new ideas/not evidence base)
5. Innovation (evidence based programs/new to Muskegon)
6. Peer Recovery support expansion
7. Reducing substance use disorder stigma
8. Certification of peer support staff
9. Increase access to treatment/counseling for incarcerated
10. Increase community-based organization capacity
11. Improve healthcare provider links to referring patients to treatment and other resources
12. Improve rural resident access to resources
13. Incentivize referrals
14. Implement a community hub model to reduce duplication of services
15. Healthcare, business, and first responder Narcan training

BOARD OF
COMMISSIONERS

Charles Nash
Chair, District 5

Marcia Hovey-Wright
Vice Chair, District 4

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District 7

MUSKEGON COUNTY

M I C H I G A N

Wednesday, June 12, 2024

Opioid Prevention Grant Proposals
REQUEST FOR PROPOSAL
24-2550

Requesting Agency	Public Health
Solicitation Type	Request for Proposals
Description	The County of Muskegon invites organizations addressing opioid prevention, harm reduction, treatment, and recovery to apply for funding to support the development, implementation, enhancement, or expansion of programs and services for the Muskegon County population. This includes programs addressing substance use disorders, polysubstance use, and co-occurring mental health disorders.
Deadline for Questions	Tuesday, July 9, 2024 at 2:00 PM
Response to Questions	Friday, July 12, 2024
Proposal Deadline	Thursday, July 18, 2024 at 2:00 PM
Zoom Link	Click here for Link Passcode: 2550

The Muskegon County Board of Commissioners would like to thank you for the interest in this solicitation being presented. A set of conditions and specifications/requirements are enclosed.

The time of receipt shall be determined by the time clock stamp in the electronic Bidnet system. Respondents are responsible for ensuring that their proposal response is submitted by the deadline indicated.

No late proposal responses will be accepted.

Sincerely,

Angela Gasiewski

Angela Gasiewski, CPA
Finance Director

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PROPOSAL PACKET CHECKLIST

Please complete the required/requested forms below and check them off this list as you complete them. Return the completed forms to the Muskegon County Procurement Office with your proposal response.

Complete	<u>Not</u> Applicable	
☐	☐	Proposal Invitation Cover Letter
☐	☐	Proposal Certification/Non-Collusion Affidavit & Minority Supplier Certification
☐	☐	Addenda Summary (Go to https://www.bidnetdirect.com/mitn/muskegon-county for Addenda.)
☐	☐	References / Work Experience
☐	☐	Debarment, Suspension and other Responsibility Matters
☐	☐	Non-Discrimination Statement
☐	☐	No Proposal Response Form
☐	☐	Narrative Components: Problems to be Addressed Goals and Objectives Program/Project Design Measuring Successes and Quality Improvement Sustainability Organizational Description and Capacity
☐	☐	Budget Summary (Excel Form provided)
☐	☐	Budget Narrative (Please submit in either Word or PDF format – no more than 1-page total)
☐	☐	Supporting Documents: Resume and/or biography of Project Director Letters of support from partner organizations IRS W-9 IRS Determination Letter

PROPOSAL CERTIFICATION/NON-COLLUSION AFFIDAVIT

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. The Respondent's signature declares under penalty of perjury of the laws of the United States that the Responder submitting this proposal, its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project. I agree to abide by all conditions of this proposal and certify that I am authorized to sign for the Responder.

Proposal Number: 24-2550 Opioid Prevention Grant Proposals

Responder: _____

Responder Address: _____

Phone Number: _____

Fax Number: _____

Signature: _____

Name Printed: _____

Title: _____

Date Signed: _____

E-Mail: _____

Website: _____

MINORITY VENDOR CERTIFICATIONS

Please check all that apply:

The Responder represents that it ☐ IS ☐ IS NOT a woman or women-owned business.

The Responder represents that it ☐ IS ☐ IS NOT a minority-owned business.

The Responder represents that it ☐ IS ☐ IS NOT a disadvantaged business enterprise.

The Responder represents and warrants that the company meets the above and can provide supportive documentation upon request. Any lines left unchecked will be considered as if the "IS NOT" box has been checked.

Authorized Agent Signature

Date

Authorized Agent Printed Name

COUNTY OF MUSKEGON
CERT. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgment rendered against it.
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
 - B. For the violation of federal or state antitrust statutes, including that proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name/Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☒ I am unable to certify to the above statement. Attached is my explanation.

COUNTY OF MUSKEGON
NON-DISCRIMINATION STATEMENT

Responder Name: _____

Project Name: Opioid Prevention Grant Proposals

Project #: 24-2550

The Respondent's signature indicates that respondent agrees that no individual shall, on the grounds of race, creed, age, color, national origin or ancestry, religion, sex, marital status or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this respondent.

Respondent further agrees that every subcontract entered into for the performance of this contract will contain a provision prohibiting discrimination against minority, women and handicapper owned businesses in subcontracting, and making discrimination a material breach of contract.

Authorized Signature

Date

Note: Failure to submit the signed statement as part of the proposal will be cause for rejection of the proposal.

NO PROPOSAL RESPONSE FORM

Muskegon County Procurement Office
Central Services Building, 2nd Floor
141 E. Apple Avenue, East Entrance
Muskegon, MI 49442
bids@muskegoncounty.net
Fax (231) 724-3337

We would appreciate you completing this form if you do not intend to respond to this request.

Proposal: 24-2550 **Name:** Opioid Prevention Grant Proposals

- | | <u>Response</u> |
|--|------------------------|
| 1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (explain below). | _____ |
| 2. Specifications are unclear (explain below). | _____ |
| 3. We are unable to meet specifications. | _____ |
| 4. Insufficient time to respond. | _____ |
| 5. Our schedule would not permit us to perform within the required time. | _____ |
| 6. We are unable to meet bond requirements. | _____ |
| 7. We are unable to meet insurance requirements. | _____ |
| 8. We do not offer this product or service. | _____ |
| 9. Other (explain below). | _____ |

REMARKS:

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

ADDENDA SUMMARY

If the County of Muskegon finds it necessary to post revisions, clarifications or additional information in regards to 24-2550 they will be posted to <https://www.bidnetdirect.com/mitn/muskegon-county>. The County is not bound by any oral representations, clarifications, or changes made in the RFP by the County or its agents, unless such clarifications or change is provided in written addendum from the County of Muskegon Procurement Office.

Please initial below acknowledging receipt of any addenda (give number and date of each). If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name: _____

Printed Name: _____

Signature: _____

NOTE: Failure to acknowledge all issued Addenda may be cause for rejection of proposal. Go to <https://www.bidnetdirect.com/mitn/muskegon-county> for Addenda.

REFERENCES/WORK EXPERIENCE

Do not include County of Muskegon personnel. The Responder must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed:

1. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

2. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

3. Company Name: _____
 Street Address: _____
 City/State/Zip Code: _____
 Contact Person: _____
 Telephone No.: _____
 Email Address: _____

PROPOSAL SUMMARY

Please complete the Excel Opioid Settlement Fund Budget Summary which has been provided in the documents section. For your reference, the Budget Summary appears like this:

Fund BUDGET SUMMARY									
View at 100% or Larger				COUNTY OF MUSKEGON					
Use WHOLE DOLLARS Only									
PROGRAM				DATE PREPARED			Page		Of
GRANTEE ORGANIZATION				BUDGET PERIOD					
				From:			To: 9/30/2025		
MAILING ADDRESS (Number and Street)				BUDGET AGREEMENT			AMENDMENT #		
				☐ ORIGINAL ☐ AMENDMENT					
CITY	STATE	ZIP CODE	FEDERAL ID NUMBER						
Phone:									
Fax:									
EXPENSE CATEGORY				TOTAL BUDGET (Use Whole Dollars)					
1. SALARY & WAGES									
2. FRINGE BENEFITS									
3. TRAVEL									
4. SUPPLIES & MATERIALS									
5. CONTRACTUAL (Subcontracts/Subrecipients)									
6. EQUIPMENT >= \$5,000									
7. OTHER EXPENSES									
COMMUNICATIONS									
SPACE COST									
OTHER									
8. TOTAL DIRECT									
9. INDIRECT COSTS: Maximum 10% total request									
10. TOTAL EXPENDITURES									
SOURCE OF FUNDS:									
11. FEES & COLLECTIONS									
12. OPIOID SETTLEMENT FUND									
13. IN-KIND									
15. OTHER(S)									
16. TOTAL FUNDING									

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact the Procurement Office at the Bidnet Hub website at: <https://www.bidnetdirect.com/mitn/muskegon-county>

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

Muskegon County Public Health Department Opioid Prevention Grant Proposals

Background

In 2021, a nationwide settlement was reached to resolve all opioid litigations brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

Michigan is slated to receive a portion of the national settlement funds over 18 years. Fifty percent (50%) of the settlement amount is being sent directed to county and local governments. The national agreement also requires significant industry changes that will help prevent this type of crisis from ever happening again.

In 2022, additional settlements with pharmacies and manufacturers were announced, including CVS, Walmart, Allergan, and Teva. These four settlements are expected to bring more dollars to Michigan, divided, with fifty percent (50%) directed to local governments.

Michigan can also expect additional funds received through companies Purdue Pharma, Mallinckrodt PLC, and Endo, which are pursuing bankruptcy plans that include funding opioid abatement trusts. The dollar amount of these settlements has not been disclosed as of June 2024.

Purpose

Use of Muskegon County opioid settlement funds are intended to improve the quality of life, decrease dependence, and increase support for the recovery of individuals, families, and communities affected by the opioid crisis. Programs and activities funded by this program should be data driven, considered evidence-based or a promising practice as established through research and study, and enhance existing community programs and services. Expected long-term community outcomes include an increase in persons seeking treatment, a decrease in criminal justice involvement, more individuals reporting an increase in recovery capital, and ultimately a decrease in overdose related deaths.

Eligibility

1. Any public, private, or non-profit organization, other than departments or agents of the County of Muskegon, may apply as long as they serve persons that reside or work in Muskegon County.
2. Proposal Review Committee members, and the agencies they represent, are not eligible for funding.

Match Requirement

There is no match requirement for this program; however, applicants are asked to report any additional funding sources for the project in the application.

Fiscal Year (FY) 2025 Available Funds

While the selection process will use a competitive Request for Proposals (RFP) process, the number of awards will be dependent on the amount of funds available for annual allocation. The total amount available for all allocations in FY25 is \$590,000, of which \$355,000 will be distributed via award process.

The County of Muskegon expects to evenly distribute awards for proposals addressing the categories of prevention (20%), treatment (20%), recovery (20%), harm reduction (20%) and criminal/legal (20%) for FY25 (See Michigan Opioids Task Force 2020 Annual Report for information, definitions, and examples of categories).

The County of Muskegon is planning to award a total of ten (10) proposals for up to \$35,500 each. A single agency may submit multiple proposals; however, they must address different categories (see Proposal Cover Sheet question #12). Up to two (2) proposals may be awarded to a single (1) organization.

Funded Organization Requirements

1. Funds must be used to serve persons residing or working in Muskegon County.
2. Funds must be expended within the associated County of Muskegon fiscal year (Ending September 30).
3. All activities must align with Exhibit E and the definition of opioid remediation (see Appendix A).
4. Provide data on program outputs, outcomes, impact, and effectiveness following agreed upon metrics with Review Committee.
5. Submit timely and complete periodic and final narrative and financial reports (see page 1 of this RFP).
6. Participate in an annual community needs assessment survey.
7. Will be highly encouraged to participate in Muskegon Community Opioid Task Force, Overdose Fatality Review Team, and other related collaborative group meetings.
8. Multiple year projects can be proposed; however, future funding will be evaluated through the reapplication process annually.
9. Only expenditures made on or before September 30 for any fiscal year, will be reimbursed.
10. Must retain receipts for all expenditures and be available for audit upon request.

Allowable Costs

- Awarded funds may be used for match in other applications.
- Compensation related to personnel or consulting services must be reasonable and comparable to that paid for similar work in the labor market.
- Equipment purchase with a unit cost of \$5,000 or greater may be allowed with prior approval. Please include a detailed description of use in the budget narrative. Rationale will be evaluated by Review Committee and at time of award.
- Expenses such as food, stipends, or incentives may be approved for up to 10% of total budget. Applicants are required to include a detailed description of use in the budget narrative. Final approval for the use of funds will be made by the Grantor at time of award.
- Travel expenses should follow the state rates for food and travel.
<https://www.michigan.gov/dtmb/services/travel>.

Unallowable Costs

- Advertising unless those that are solely for program outreach and specific purposes necessary to meet goals of the project.
- Alcoholic Beverages.
- Capital expenditures such as building or land purchase or construction.
- Entertainment except where it has a programmatic purpose.
- Funding that reimburses past programs or expenditures in the care and/or treatment of opioid related disorders.
- Fundraising activities.
- Goods or services for personal use.
- Lobbying activities.

Due Dates and Submission Requirements

- Project narratives should be single-spaced, 11pt font, and submitted in either Word or PDF format.
- Please limit the use of acronyms. If they are used, they must be spelled out when first referenced.
- Proposal narratives greater than 5 pages, excluding cover page, budget, budget narrative, and other supporting documents (letters of support, memorandums of understanding, resumes, etc.) will not be reviewed.

- Proposals, including all supporting documents, must be submitted through Bidnet no later than **2:00 PM , Thursday, July 28, 2024.**

Scoring

Problems to be Addressed (10%)

This section of the program narrative must clearly:

- 1) Identify the proposal target population. Applicants are welcome to include data, anecdotal stories, etc. to demonstrate why this is a population of focus for this project/effort.
- 2) Discuss the problems and gaps in service to be addressed.
- 3) Explain how your proposed program/project/activity will fill those gaps without unnecessarily duplicating community efforts.
- 4) How will this award enhance the work that your organization, and community, is already doing to serve the population of focus?

Goals and Objectives (20%)

This section of the program narrative must reflect:

- 1) Allowable Uses of Funds & Funding Restrictions (Appendix A)
- 2) The 2020 Michigan Opioid Task Force Annual Report's State of Michigan Opioid Strategy categories of Prevention, Treatment, Harm Reduction, Recovery, Criminal/Legal
- 3) The high-risk target audiences identified in the *Proposal Cover Sheet* in application packet
- 4) Objectives written in a SMART format (Appendix B)

Project/Program Design (20%)

Please provide no more than 2 paragraphs describing program/project implementation, quality assurance, and evaluation. In addition, provide a grant period timeline (through September 30) containing each project goal, related objective, activity, completion time, and responsible party.

Measuring Successes and Quality Improvement (20%)

Please share how your organization will measure project/program successes as well as identify and correct failures in processes and/or programming.

Sustainability (10%)

Please include how your organization plans to sustain the project/program after the funding cycle. Describe any community collaborations or partnerships that will help sustain the proposed project/program.

Organizational Description and Capacity (15%)

This section of the program narrative must:

- 1) Identify principal individuals and their positions in the project/program along with a description of credentials/licenses held with the Michigan Certification Board of Addiction Professionals (MCBAP) or other State licensing agency
- 2) Address organizational capacity to successfully execute proposed program
- 3) Share your organizational mission statement

Budget (Appendix C for instructions) and Budget Narrative (not included in narrative score)

The applicant must provide a budget that is:

- 1) Complete, allowable, and cost effective in relation to the proposed activities.
- 2) Shows the cost calculations demonstrating how the applicant arrived at the total amount requested.
- 3) Includes in-kind contributions or other sources of funding for the proposed project.
- 4) Provides brief supporting narrative to link costs with project implementation.

Selection Criteria

Applications that meet all the eligibility requirements will be evaluated and rated by a Review Committee appointed by the County Board of Commissioners. Due to the specificity of this funding and the need to assure use of evidence-based and/or best practices are part of funded proposals, the review team may consult with substance use disorder experts, who have no conflict of interest, to determine funding eligibility.

The Review Committee will use scoring matrix method (Appendix D) for selecting awardees. Proposals with the highest scores will receive the highest consideration for funding. The number of awards, and award amounts, will vary depending on the amount funding available for the particular funding cycle.

In the case where a project is not funded, a representative from the Review Committee will contact the submitting organization and be available for a constructive proposal critique in an effort to improve the applicant's chances of success in future year funding cycles.

Questions

Inquiries regarding this request for proposal are to be submitted through Bidnet Direct website, see Proposal Conditions/Instructions for details.

PROPOSAL CONDITIONS/INSTRUCTIONS TO RESPONDERS

These conditions are an integral part of the request for proposals and the Responder must comply with them.

1. Proposal Submittals

Responder must submit proposals on these forms as requested. Proposals may be submitted electronically through the Bidnet site.

Proposals may also be submitted in a physical package, please call 231-724-6281 to make appointment for delivery/drop-off.

For electronic submittal, proposals may be submitted at the Bidnet site only. Proposal offers sent by other electronic devices are NOT acceptable and will be rejected upon receipt.

- A. Responses submitted electronically will be submitted through the online Bidnet Portal at: <https://www.bidnetdirect.com/mitn/muskegon-county>. Electronic submissions by other methods will not be accepted. Preferred viewing browsers are Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled.
- B. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bidnet Portal. The maximum upload file size is 1000 MB. Documents should not be embedded with uploaded files, as the embedded files will not be accessible or evaluated.

2. Specification Inquiries / Proposal Procedure Inquiries

The sole point of contact concerning the Request for Proposal (RFP) is the Muskegon County Procurement Office at the Bidnet portal at: <https://www.bidnetdirect.com/mitn/muskegon-county>.

Contacting any other personnel, agent, consultant or representative may result in disqualification.

To contact the County of Muskegon or ask questions in relation to this RFP, respondents must register with the Muskegon County's public purchasing portal at <https://www.bidnetdirect.com/mitn/muskegon-county> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The Organization will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

Questions must be submitted no later than the time and date specified on the cover of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on <https://www.bidnetdirect.com/mitn/muskegon-county>

3. Response Preparation.

Responders must follow the instructions and provide a complete response to all specifications. Responder should include its company name in the header of all response documents. All cost associated with the submittal and preparation shall be borne by the respondent. This solicitation does not require the County to offer a contract.

4. Recommended Pre-Proposal Meeting

A representative from the responder's company is encouraged to attend the recommended pre-proposal meeting. This is a non-mandatory meeting and therefore failure to attend the meeting will not result in the respondent being disqualified from bidding.

5. Clarification Request

If the County determines, after the deadline to submit proposals, that a responder's proposal is not clear, the County reserves the right to issue a request ("Clarification Request") to a responder to clarify its proposal. Failure to respond to a Clarification Request may be cause for disqualification.

6. Reservations
The County reserves the right to discontinue the RFP process at any time for any reason. The issuance of an RFP, your preparation and submission of a proposal and the County's subsequent receipt and evaluation of your proposal does not commit the County to award a Contract to you or anyone, even if all the requirements in the RFP are met.
7. Vendor/Respondent Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendors complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

Step 1
The vendor must contact the Director of Finance within seven (7) days of the incident about which he or she has a complaint. The Director of Finance will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2
If the vendor is dissatisfied with the Director of Finance's reply, an appeal must be made in writing within seven (7) days to the Muskegon County Board of Commissioners.
8. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a respondent designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A respondent's designation of material as confidential will not necessarily be conclusive and the respondent may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.
9. Rights to Information Contained in Proposals
All Proposals will be considered the property of Muskegon County.
10. Responder Samples, Brochures and Literature
Include brochures, literatures and samples if available. Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Responder at the Responder's expense. Samples of selected items may be retained for comparison purposes.
11. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action, as it deems necessary in the best interest of the County of Muskegon.
12. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposals and disputes about proposals. Lack of knowledge by a Responder about applicable law is not a defense.
13. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.
14. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

15. Respondent/Offeror Representation

Each respondent/offeree must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this Request for Proposals.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

16. Subcontracting

No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the successful Respondent will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

17. Assignment

Any purchase order awarded shall not be assignable by the successful Respondent without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

18. Civil Rights

- A. The responder assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this responder.

Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The responder shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

- B. The responder assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.
- C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-Part A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

The decision of the County of Muskegon, acting through the Director of Finance or their authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

19. Michigan Iran Economic Sanctions Act, 2012 P.A. 517

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

20. Responder Arrears
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, respondents/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.
21. Errors/Omissions/Discrepancies
Any errors, omissions or discrepancies in the specifications discovered by a prospective successful Responder and/or service provider shall be brought to the attention of the Director of Finance as soon after discovery as possible. Further, the successful Responder and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.
22. Solicitation Opening
Solicitations will be opened and the responder names read publicly online via Zoom meeting. A meeting invite is embedded in the cover page of the solicitation or you can request an invite by sending an email to bids@muskegoncounty.net.
23. Proposal Changes
No late proposals will be accepted. Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.
24. Proposal Results
Responders who submitted a proposal and who wish to know the results before the award may visit the Bidnet web site at <https://www.bidnetdirect.com/mitn/muskegon-county>.
25. Gender
For the benefit of brevity, when the pronouns “he” or “his”/“she” or “her” are used, it is not intended to denote the gender of any person.
26. Exceptions
The respondent shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. **Failure to furnish the statement will mean that the respondent agrees to meet all requirements of the terms, conditions and specifications.**
27. Ownership and Use of Documents
A. All documents prepared in connection with the Submittal will become the property of the County whether any project related to this agreement is executed or not.

B. The successful Responder will retain all of its records and supporting documentation relating to this RFP, and not delivered to the County, for a period of three years, except that in the event the successful Responder goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
28. Termination for Convenience
Muskegon County may terminate a solicitation or contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the successful Responder. Muskegon County does not pay for cost associated with the solicitation process. Muskegon County shall pay all reasonable costs incurred by the successful Responder up to the date of termination. However, in no event shall the successful Responder be paid any amount, which exceeds the price bid for the work performed. The successful Responder will not be reimbursed for any profits, which may have been earned up to the date of termination.

29. Termination for Default

When the successful Responder has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of the successful Responder to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful Responder will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.

30. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the successful Responder shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

31. Rights and Remedies of County for Default

If any item furnished by the successful Responder fails to conform to specifications, or to the sample submitted by the successful Responder, the County may reject it. Upon rejection, the successful Responder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the successful Responder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the successful Responder the difference between the prices named in the purchase order and the actual cost to the County. If the successful Responder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the successful Responder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract.

32. Avoidance of Conflict of Interest and Confidentiality

The successful Responder may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the successful Responder must adhere to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

- A. The successful Responder will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.
- B. The successful Responder will not undertake a specific activity, which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
- C. The successful Responder states that no County officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the County.

33. Incorporation of Instructions

Proposal conditions/instructions to respondent, specifications/requirements may become part of a contract for this product/service.

34. Debarment

If a respondent is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits your firm from participating in any procurement, the respondent must provide the County with that information as part

of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

35. Respondent Registration

Successful Respondent registration, as well as the request for proposal materials, is available on the Bidnet web site at <https://www.bidnetdirect.com/mitn/muskegon-county>.

COUNTY OF MUSKEGON
INSURANCE REQUIREMENTS

The successful Responder, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the successful Responder. All deductibles and SIRs are the responsibility of the successful Responder.

The successful Responder shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
5. **Additional Insured**: Commercial General Liability Insurance shall include an endorsement stating the following shall be **Additional Insureds**: The County of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.
6. **Cancellation Notice**: Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (County of Muskegon, Attention: Procurement, 1903 Marquette Avenue, Suite A106, Muskegon, Michigan 49442).
7. **Proof of Insurance Coverage**: The successful Responder shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

8. If any of the above coverages expire during the term of this contract, the successful Responder shall deliver renewal certificates, endorsements, and/or policies to County of Muskegon at least ten (10) days prior to the expiration date.
9. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the successful Responder shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work; provided, however, that in compliance with MCL 691.991, the successful Responder has no obligation to defend or indemnify the County or any other party for any amount greater than the degree of fault of the successful Responder. The successful Responder will include a similar provision in favor of the County in all subcontracts. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the successful Responder, its subcontractors, or the joint negligence of the successful Responder, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County or as limited by MCL 691.991.

Appendix A

Allowable Uses of Funds & Funding Restrictions

Specific to the J&J, Distributor, CVS, Teva, Allergan and Walmart settlements, funds must be spent on opioid remediation. Opioid Remediation is defined as¹,

Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

Activities must meet the definition of opioid remediation, be evidence-based strategies^{2, 3} or promising practices and align with allowable uses outlined by Exhibit E⁴. These strategies include:

- 1.) Core Strategies
 - Naloxone or other FDA-approved drug to reverse opioid overdoses
 - Medication-assisted Treatment (MAT) distribution and other opioid-related treatment
 - Address the needs of pregnant and postpartum women
 - Expanding treatment for Neonatal Abstinence Syndrome (NAS)
 - Expansion of warm hand-off programs and recovery services
 - Treatment for incarcerated population
 - Prevention programs
 - Expanding syringe service programs
 - Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state
- 2.) Approved Uses - Prevention
 - Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
 - Prevent misuse of opioids
 - Prevent overdose deaths and other harms (harm reduction)
- 3.) Approved Uses - Treatment
 - Treat Opioid Use Disorder (OUD)
 - Support people in treatment and recovery
 - Connect people who need help to the help they need (connections to care)
 - Address the needs of criminal justice-involved persons
 - Address the needs of pregnant or parenting women and their families, including babies with NAS
- 4.) Approved Uses – Other Strategies
 - Supporting first responders
 - Leadership, planning and coordination
 - Training
 - Research

¹ <https://nationalopioidsettlement.com/>

² <https://www.lac.org/assets/files/TheOpioidEbatement-v3.pdf>

³ <https://www.attorneygeneral.gov/wp-content/uploads/2021/12/Exhibit-E-Final-Distributor-Settlement-Agreement-8-11-21.pdf>

Appendix B

Writing SMART Objectives

To use an objective to monitor your progress, you need to write it as a SMART objective. A SMART objective is:

1. Specific:

- Objectives should provide the “who” and “what” of program activities.
- Use only one action verb since objectives with more than one verb imply that more than one activity or behavior is being measured.
- Avoid verbs that may have vague meanings to describe intended outcomes (e.g., “understand” or “know”) since it may prove difficult to measure them. Instead, use verbs that document action (e.g., “At the end of the session, the students will list three concerns...”)
- Remember, the greater the specificity, the greater the measurability.

2. Measurable:

- The focus is on “how much” change is expected. Objectives should quantify the amount of change expected. It is impossible to determine whether objectives have been met unless they can be measured.
- The objective provides a reference point from which a change can clearly be measured.

3. Achievable:

- Objectives should be attainable within a given time frame and with available program resources.

4. Relevant:

- Objectives are most useful when they accurately address the scope of the problem and programmatic steps that can be implemented within a specific time frame.
- Objectives that do not directly relate to the program goal will not help toward achieving the goal.

5. Time-Bound:

- Objectives should provide a time frame indicating when the objective will be measured or a time by which the objective will be met.
- Including a time frame in the objectives helps in planning and evaluating the program.

SMART Objective Examples:

Increase by 10 percentage points (to 35%) by Oct. 2015 the proportion of local residents who report awareness of social and legal consequences of underage drinking.

Increase media’s voluntary coverage of drug-related topics by 300% (triple the number of earned coverage episodes) by Sept. 2015

Reduce by 15% the percentage of 12-17-year-olds reporting 30-day use of marijuana by February 2016. Baseline measure shows 25% of 12-17-year-olds reported 30-day use of marijuana.

Appendix C

Budget Glossary

Budgeted expenditures are to be entered for each program element as follows:

Direct Costs

- **Salaries and Wages-** Includes the compensation budgeted for all permanent and part-time employees on the payroll of the Grantee and assigned directly to the program. This does not include contractual services, professional fees or personnel hired on a private contract basis. Consulting services, vendor services, professional fees or personnel hired on a private contracting basis should be included in "Other Expenses." Contracts with secondary recipient organizations such as cooperating service delivery institutions or delegate agencies should be included in Contractual (Sub-contract) Expenses.
- **Fringe Benefits -** Includes all Grantee costs for social security, retirement, insurance, and other similar benefits for all permanent and part-time employees assigned to the specified elements.
- **Capital Expenditures for Equipment and Facilities -** Includes expenditures for budgeted stationary and movable equipment used in carrying out the objectives of each program element, project or service group. The cost of a single unit or piece of equipment includes necessary accessories, installation costs, freight and other applicable expenses associated with the purchase of the equipment. Only budgeted equipment items costing \$5,000 or more may be reported under this category. Small equipment items costing less than \$5,000 are properly classified as Supplies and Materials or Other Expenses.
- **Contractual (Subcontracts/Subrecipient) -** Use for expenditures applicable to written contracts or agreements with secondary recipient organizations such as cooperating service delivery institutions or delegate agencies. Payments to individuals for consulting or contractual services, or for vendor services are to be included under Other Expenses. Specify subcontractor(s) address, amount by subcontractor and total of all subcontractors.
- **Supplies and Materials -** Use for all consumable items including equipment type items costing less than \$5,000 each. This includes office, printing, postage, project materials, subscriptions, and educational supplies.
- **Travel -** Travel costs of permanent and part-time employees assigned to each program element. This includes costs of mileage, per diem, lodging, meals, registration fees and other approved travel costs incurred by the employee. Travel of private, non-employee consultants should be reported under Other Expenses.
- **Communication Costs -** These are costs for telephone, Internet, data lines, websites, fax, email, etc., when related directly to the operation of the program element.
- **Space Costs -** These are costs of building space necessary for the operation of the program.
- **All Others -** These are costs for all other items purchased exclusively for the operation of the program element and not appropriately included in any of the other categories including items such as consultant services, vendor services, equipment rental, etc.

Indirect Costs

This cost category is used to describe costs of general administrative operations that have not been directly charged to individual subrecipient programs. Indirect Cost is capped at 10% of the total requested amount.

In-Kind or Additional Funding Sources

This category includes a description of either expected or already received funding, outside of this proposal, that will contribute to the management, implementation, or evaluation of the proposed project/program.

Appendix D

OPIOID SETTLEMENT FUND - REQUEST FOR PROPOSALS SCORING SHEET			
CRITERIA		Reviewer Name:	
Organization and Project Name:		Scores available from 1-5 (low to high). Reasoning for scoring must be listed with specific examples. Highlighted score items are not included in the overall average score or final score.	
1. Adherence to RFP Instructions	As Measured By	Score	REASONING
Timeliness	Submission by deadline	Yes or No	If no, proposal not accepted
Completeness	All required documents submitted and complete	0	
Overall Quality & Level of Professionalism	Articulation of all RFP requirements	0	
Average Score		0	
2. Problems to be Addressed		score	REASONING
Target population identification	Alignment with cover sheet question #13	0	
Description of population specific problems and current gap in services	Data relevant and current community gap accuracy	0	
Proposed project fit with need and gaps in services	Extent proposed program will address need and gaps in services	0	
Proposed project community/agency enhancement	Project fit into current community/agency programming	0	
Average Score		0	
3. Goals and Objectives		score	REASONING
Alignment with Allowable Uses of Funds & Funding Restrictions	Identified as allowable in link	Yes or No	If response is no, can allow under 15% rule.
Objectives specific, measurable, achievable, relevant, time-bound	Level of detail	0	
Alignment with Exhibit E	Identified as allowable in link	Yes or No	If response is no, can allow under 15% rule.
Reflect high risk target audiences as listed on cover sheet	Level of detail	0	
Viability of Project Objectives	Likelihood of completion with intended outcomes	0	
Average Score		0	
4. Project/Program Design		score	REASONING
Feasibility of program/project implementation, quality assurance, and evaluation	Alignment with funding period	0	
Evidence based or best practice support	Identified and verified evidence-base	0	
Appropriateness of grant period timeline	Likelihood of completion within timeframe	0	
Average Score		0	
5. Measuring Successes and Quality Improvement		score	REASONING
Realistic methods of measuring proposal success	Description of how data is collected and feasibility of collection	0	
Identification and ability to address program/project improvement needs	Demonstrates how organization addresses quality needs	0	
Average Score		0	
6. Sustainability		score	REASONING
Collaboration/Partnerships	Identification of partners and intention of collaboration to sustain programming	0	
Feasibility of sustainability plan	Likelihood of proposed program/project continuing past funding cycle	0	
Average Score		0	
7. Organization Description and Capacity		score	REASONING
Project Leadership	Project leadership identified and licensing/certification verified when applicable	0	
Capacity	Staffing/resources available to be successful	0	
Organizational Mission	Proposed project fits well into organization Mission statement	0	
Average Score		0	
8. Budget		score	REASONING
Detailed Narrative	detail adequate	Yes or No	no score
Budget Summary Form	completed	Yes or No	no score
Average Score		0	

***Total score should = 1.00**

CRITERIA SCORES	WEIGHT	WEIGHTED SCORE	NOTES
1. Adherence to RFP Instructions	0.05	0.00	
2. Problems to be Addressed	0.10	0.00	
3. Goals and Objectives	0.20	0.00	
4. Project/Program Design	0.20	0.00	
5. Measuring Success and Quality Improvement	0.20	0.00	
6. Sustainability	0.10	0.00	
7. Organizational Description and Capacity	0.15	0.00	
8. Budget	0.00		
Total Score	1.00	0.00	

FY25 County of Muskegon Opioid Settlement Fund Proposal Cover Sheet

1. Organization Name
2. Address (street, city, zip)
3. Project Director Contact Name
4. Project Director Contact Email Address
5. Project Director Contact Phone Number
6. Name of Authorized Representative
7. Title of Authorized Representative
8. Signature of Authorized Representative
9. Date
10. Total Amount of Funding Requested
11. Project Name

12. This proposal targets one or more of the following: (check all that apply)

See Appendix A in the RFP for definitions and examples.

- | | |
|---|---|
| ☐ Prevention | ☐ Treatment |
| ☐ Recovery | ☐ Harm Reduction |
| ☐ Criminal/Legal | ☐ Other <input type="text"/> (please list) |

13. This proposal targets one or more of the following high-risk target audiences: (check all that apply)

- | | |
|---|--|
| ☐ Pregnant Women | ☐ Persons of Color |
| ☐ Recently Incarcerated | ☐ Rural Residents |
| ☐ Seniors (age 55+) | ☐ Teens and/or Young Adults (13 to 25) |
| ☐ Identified high-risk geographic area | ☐ Families of persons with substance use disorder |

14. Activities in this proposal are considered either evidence-based or a best practice. ☐ Yes ☐ No

15. Please cite up to three sources of information (Peer Review Journal citation, NREPP or other Federal source citation, etc.) that support your selection in question 14, along with hyperlinks, below.

16. If you answered no to question 14, please provide your rational for proposing the project/program/activity.

County of Muskegon Opioid Settlement Funds Timeline

In 2022, County internal departments met several times to complete an assessment of opioid issues and needs within the County. A preliminary proposal was presented to the Muskegon County Board Work Session on March 16, 2023. The Board directed the County Administrator to receive community input and the project was reassigned to Public Health.

Public Health aligned efforts with the Michigan Association of Counties Public Facing Planning Process to understand the current landscape.

- Reached out to the Muskegon Community Opiate Task Force to request assistance as the subject matter expert/advisory group.
- Reviewed most recent Medical Examiner's report, statistics on drug-related deaths.
- Referenced the Coalition for a Drug Free Muskegon's Strategic Plan for 2023 – 2028.

Public Health presented the Opioid Settlement Funds Proposal at the Muskegon County Board Work Session on September 21, 2023.

The Muskegon County Board of Commissioners approved the County of Muskegon Opioid Settlement Funding Distribution Plan on December 19, 2023.

On January 22, 2024, an invitation to apply for funds via a Request for Proposal submitted on Bidnet.

On April 16, 2024, the Muskegon County Board of Commissioners approved the seven (7) opioid settlement funding grant awards totaling \$233,710 for the period of April 1, 2024 – September 30, 2024.

On June 12, 2024, an invitation to apply for funds via the Request for Proposal processes was submitted on Bidnet for the period of October 1, 2024 – September 30, 2025.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Sale of 1435 Hoyt												
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning												
Brief Summary: Staff is requesting approval of a purchase agreement for 1435 Hoyt for \$136,000.													
Detailed Summary & Background: 1435 Hoyt was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is over the full listing price (\$136,000) with the seller paying \$6,000 in concessions.													
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Key Focus Area: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business													
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A	x						
Yes		No		N/A	x								
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A	x						
Yes		No		N/A	x								
Recommended Motion: To approve the Purchase Agreement for 1435 Hoyt for \$136,000.00 and authorize the Code Coordinator, Samantha Pulos, to sign.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads	x		Communication			Guest(s) Invited / Presenting: No
Immediate Division Head	x												
Information Technology													
Other Division Heads	x												
Communication													

Legal Review			
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\$129,900

1435 Hoyt St, Muskegon, MI 49442

2 beds

1 baths

672 sqft

Contact agent

Est.: \$769/mo [Get pre-qualified](#)

Single Family Residence	Built in 2024	5,227 sqft lot
\$125,900 Zestimate®	\$193/sqft	\$-- HOA

What's special

Come see this quality built new home its ready to move into its close to highways and all the activities that Muskegon has to offer. This home must be owner occupied.

52 days on Zillow | 252 views | 9 saves

Zillow last checked: 3 hours ago
Listing updated: September 17, 2024 at 03:51pm
Listed by: Brent T Cox 616-717-1220, West Urban Realty LLC 616-717-1220
Source: MichRIC, MLS#: 24041306

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WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: _____ (time) _____ MLS # _____ 24041306
SELLING OFFICE: _____ Coldwell Banker Woodland Schmidt _____ BROKER LIC.#: _____ 6506047986 _____ REALTOR® PHONE: _____ 616-813-6092
LISTING OFFICE: _____ West Urban Realty LLC _____ REALTOR® PHONE: _____ 616-717-1220

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

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the *Disclosure Regarding Real Estate Agency Relationships*. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
Primary Selling Agent Name: _____ Dan McCrath _____ Email: _____ dan.mccrath@cbgreatlakes.com _____ Lic.#: _____ 6501419263
Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☒ Buyer has received the *Seller's Disclosure Statement*, dated _____ 08/08/2024 _____.
☐ Buyer has not received the *Seller's Disclosure Statement*. Buyer may terminate this Agreement, in writing, any time prior to receipt of the *Seller's Disclosure Statement*. Once Buyer has received the *Seller's Disclosure Statement*, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of _____ Muskegon _____,
County of _____ Muskegon _____, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
1435 Hoyt Street, Muskegon, 49442

with the following legal description and tax parcel ID numbers:
CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 273 LOT 15 EXC S 42.83 FT AND LOT 16 EXC N 42.83 FT

PP# _____ 61-24-205-273-0015-10 _____

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ _____ 136,000 _____
one hundred thirty-six thousand _____ U.S. Dollars

7. **Seller Concessions**, if any: _____ Seller to Pay \$6,000 for Buyer's closing costs, pre-pays and concessions _____

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

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

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

☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ VA _____ type _____ 30 _____ (year) mortgage in the amount of _____ 100 _____ % of the Purchase Price bearing interest at a rate not to exceed _____ Current _____ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ 5 _____ days after the Effective Date, not to impair Buyer's credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from _____

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

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

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

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

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

☐ OTHER: _____

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

- ☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
- ☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

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

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

but does not include: _____
Any Appliances, Window Treatments

1435 Hoyt Street, Muskegon, 49442
Subject Property Address/Description

Date Time

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

12. Assessments (choose one):

If the Property is subject to any assessments,

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

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

Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

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

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

☐ No proration. (Choose one):

☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

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

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

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

14. Well/Septic: Within ten (10) days after the Effective Date, (choose one) ☐ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Other:

15. Inspections & Investigations:

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

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, either (a) terminate this Agreement by written notice to Seller and receive a refund of Buyer's Earnest Money Deposit, or (b) make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of a proposed addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have

1435 Hoyt Street, Muskegon, 49442
 Subject Property Address/Description

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

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

Exceptions:

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

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

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

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

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

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

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

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

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 10/11/2024. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

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

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

☒ At the completion of the closing of the sale.

☐ At _____ a.m. ☐ p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$_____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

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Subject Property Address/Description

For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and received by escrow agent and funds have been received by the escrow agent.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ 350.00 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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

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

In the event of possession by Seller after close, Buyer and Seller ☒ agree ☐ do not agree to sign the West Michigan Regional *Temporary Occupancy Addendum* to the Purchase Agreement. If signed, that Addendum shall become an integral part of this Agreement.

Exceptions:

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 7:00 PM (time) on 09/14/2024 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 1,000 shall be submitted to Coldwell Banker Woodland Schmidt (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Buyer is entitled to a refund of the Earnest Money Deposit. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
27. **Other Provisions:**
- Offer is subject to the attached Buyer Agency Addendum to the Buy and Sell Agreement.
 - Seller agrees to pay \$6,000 for Buyer's Closing Costs, Pre-Paid and Concessions.
 - Listing Broker agrees to pay Buyer's Broker 3% of purchase price.
28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

1435 Hoyt Street, Muskegon, 49442
Subject Property Address/Description

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

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

Buyer 1 Address

X

Jacob Calvert

dotloop verified
09/13/24 12:06 PM CDT
PM8K-S6A-ZV9Y-MFXB

Buyer

Buyer 1 Phone: (Res.) 616-315-9288 (Bus.)

Jacob Calvert

Print name as you want it to appear on documents.

Buyer 2 Address

X

dotloop verified
09/17/24 8:37 AM EDT
5QGR-R4D-ILML-UWKB

Buyer

Buyer 2 Phone: (Res.) (Bus.)

Print name as you want it to appear on documents.

32. **Seller's Response:** The above offer is approved: ☐ As written. ☐ As written except:
The seller will provide a quit claim deed VS a warranty deed. The buyer acknowledges they have signed and will abide by the city of Muskegon's addendum for the builder's warranty and landscaping requirements. The home must be owner occupied. The sale price will be \$136354.00 The sale of the home must be approved by city of Muskegons city council.

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

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

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

35. Listing Office Address:

Listing Broker License #

Listing Agent Name: Brent Cox

Listing Agent License #

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

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

Sam Pulos

dotloop verified
09/17/24 8:37 AM EDT
HSWU-2RH1-8P6G-3VLM

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

Print name as you want it to appear on documents.

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

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

Print name as you want it to appear on documents.

Seller's Address:

Seller's Phone (Res.) (Bus.)

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

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

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

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

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

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

Sam Pulos

dotloop verified
09/17/24 8:37 AM EDT
5QGR-R4D-ILML-UWKB

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

1435 Hoyt Street, Muskegon, 49442
Subject Property Address/Description

Date Time



COLDWELL BANKER

AJS-SCHMIDT
SCHMIDT REALTORS
WOODLAND SCHMIDT



**BUYER AGENCY FEE
ADDENDUM TO BUY AND SELL AGREEMENT**

Steve Sterken _____ (Buying Broker)
Dan McCrath _____ (Buying Agent)

Date: _____

THIS ADDENDUM is attached to and made a part of a certain Buy and Sell Agreement between the undersigned parties dated _____ covering real estate located at 1435 Hoyt Street, Muskegon, 49442

THE PROVISIONS OF THIS ADDENDUM SUPERSEDE ANYTHING IN THE ABOVE-REFERENCED BUY AND SELL AGREEMENT (THE "AGREEMENT") TO THE CONTRARY.

1. **AGENCY DISCLOSURE:** The Seller acknowledges that Steve Sterken _____ (Buying Broker) and Dan McCrath _____ (Buying Agent) have a written buyer agency agreement with the Buyer and are agents for the Buyer only. The Buying Broker and Buying Agent are not agents for the Seller. All information provided to the Buying Broker and Buying Agent by the Seller or the Listing Broker/Agent will be disclosed to the Buyer. The Buying Broker has specifically rejected the position of sub-agent to the Listing Broker.

2. **FEE:** Check only the one (1) Fee Agreement which is applicable.

- ☐ **Fee Agreement 1:** On behalf of the Buyer, the Seller agrees to pay the Buying Broker a fee at the closing. The fee shall be _____ percent of purchase price. The Seller agrees that, as a convenience, the fee has been included in the purchase price and will be distributed from the proceeds of the transaction to the buying Broker at the closing. The Seller agrees that, by accepting, as a fee, part of the proceeds of the transaction from the Seller, or through the Seller's agent, *the Buying Broker and the Buying Agent shall not be deemed agents of the Seller.*
- ☒ **Fee Agreement 2:** The Seller's Broker West Urban Realty LLC _____ has agreed to pay Coldwell Banker Schmidt, as cooperating agent, a buyer agency fee of 3% _____ which Coldwell Banker Schmidt accepts as part of its total compensation. The Buyer has included an additional 0 _____ % in their offer to purchase which the Seller agrees to credit to Coldwell Banker Schmidt on behalf of the Buyer at close. The additional credit of 0 _____ % will allow the Buyer to fulfill their 3 _____ % contractual agreement with Coldwell Banker Schmidt. Due to bank financing and other considerations, the Buyer requests that the Seller respect the contractual agreement between the Buyer and Coldwell Banker Schmidt and refrain from proposing fee changes in any acceptance or counter offer.

Both parties understand that the agreement of Seller to provide the additional credit to the Buyer at closing:

- A. shall in no way affect the compensation which is to be paid by Seller to the Seller's agent; and
B. is not an intention on the part of the Buyer or Coldwell Banker Schmidt to modify the offer of compensation being made by the Seller's Broker to Coldwell Banker Schmidt.

3. **OTHER TERMS:** _____

Witness/Sales Agent:

Daniel McCrath
dotloop verified
09/13/24 10:39 AM EDT
3DL4-3ABU-TRG9-LCRQ

BUYER:

Date:

Jacob Calvert
dotloop verified
09/13/24 10:50 AM CDT
3W4Q-ARQJ-GRUHHVQ

BUYER:

Date:

Witness/Sales Agent:

Brent Cox
dotloop verified
09/15/24 7:09 PM EDT
13MQ-UEFD-JSFD-AEKP

SELLER:

Date:

SELLER:

Date:

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Amendment to the Zoning Ordinance - Cat Cafés in Commercial Zones SECOND READING							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to amend the zoning ordinance to allow cat cafés as a special use permitted in all commercial districts excluding B-1. This would include the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.								
Detailed Summary & Background: Staff has been receiving many calls regarding the desire to open a cat café in Muskegon. These types of businesses are becoming more popular throughout the state. A specific ordinance allowing these uses is necessary because any property housing more than four cats is considered a commercial kennel. The Planning Commission unanimously recommended approval of the ordinance amendment.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move to amend the zoning ordinance to allow cat cafés as a special use permitted in the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>X</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr></table>	Immediate Division Head	X		Information Technology			Guest(s) Invited / Presenting: No	
Immediate Division Head	X							
Information Technology								

Other Division Heads			
Communication			
Legal Review			

Planning Commission Packet Excerpt

Hearing, Case 2024-25: Staff-initiated request to amend Article XX and Sections 1100 and 1300 to allow cat cafes as a special use permitted in Form-Based Code, Downtown; Form-Based Code, Mainstreet; Form Based Code, Neighborhood Core, Lakeside Form-Based Code, Lakeside Commercial, Lakeside Form-Based Code, Mixed Residential; B-2, Convenience & Comparison Business; and B-4, General Business districts.

SUMMARY

1. This amendment would allow cat cafes as a special use permitted in the following zoning districts: B-2; B-4; FBC, DT; FBC, MS; FBC, NC; LFBC, LC; and LFBC, MR.
2. Please follow this [link](#) to see cat cafes that are currently in operation throughout Michigan.
3. To operate a cat café, an applicant would have to apply for a special use permit and attend a public hearing. The proposed regulations for a cat café are listed below.

Proposed Special Use Permit Regulations:

Cat Cafes, under the following conditions:

1. Keeping of domestic animals shall be consistent with the provisions of Article XX, noise, and Article XX nuisances/littering of the City's Code of Ordinances.
2. Limited to cats (felines) only.
3. Capacity: The establishment must provide 62 square feet per one (1) cat and no more than 15 on-site at any one time.
4. The cats shall always be kept separate from food preparation areas.
5. The boarding of cats shall take place entirely indoors.
6. Any cats leaving the establishment must be in a carrier.
7. A sign indicating a 24-hour emergency phone number shall be kept current and posted on the site in a place clearly visible from the exterior.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article XX and Sections 1100 and 1300 to allow cat cafes as a special use permitted in Form-Based Code, Downtown; Form-Based Code, Mainstreet; Form Based Code, Neighborhood Core, Lakeside Form-Based Code, Lakeside Commercial, Lakeside Form-Based Code, Mixed Residential; B-2, Convenience & Comparison Business; and B-4, General Business districts.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Article XX and Sections 1100 and 1300 is amended to permit cat cafes as a special use permitted in Form-Based Code, Downtown; Form-Based Code, Mainstreet; Form Based Code, Neighborhood Core, Lakeside Form-Based Code, Lakeside Commercial, Lakeside Form-Based Code, Mixed Residential; B-2, Convenience & Comparison Business; and B-4, General Business districts.

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 September 2024, 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: _____, 2024.

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 September 24, 2024, the City Commission of the City of Muskegon adopted an ordinance to allow cat cafes in certain commercial 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 _____, 2024.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Amendment to the Zoning Ordinance - Cat Cafe Definition SECOND READING												
Submitted by: Mike Franzak, Planning Director	Department: Planning												
Brief Summary: To add a definition for cat cafés to Article II (Definitions) of the zoning ordinance.													
Detailed Summary & Background: Definition - Cat café: a restaurant or café, which also houses adoptable or therapeutic cats for clientele to interact with, and which may incorporate cat adoption services in addition to the restaurant services. The Planning Commission unanimously recommended approval of the ordinance amendment at their September 12 meeting.													
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business													
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X						
Yes		No		N/A	X								
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X						
Yes		No		N/A	X								
Recommended Motion: I move to approve the request to amend the zoning ordinance to add a definition for cat cafés.													
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>X</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr></table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Guest(s) Invited / Presenting: No
Immediate Division Head	X												
Information Technology													
Other Division Heads													
Communication													

Legal Review			
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Planning Commission Packet Excerpt

Hearing, Case 2024-24: Staff-initiated request to amend Article II (Definitions) of the zoning ordinance to create a definition for “cat café.”

SUMMARY

1. Staff has been receiving requests from potential business owners that would like to operate a “cat café” in Muskegon. A cat café is a theme café whose attraction is cats who can be watched and played with and are often up for adoption.
2. This use has recently become more popular over the past few years and several cat cafes have opened around the state.
3. The zoning ordinance defines “commercial kennel” as “any premises on which more than three dogs or more than four cats, older than four months old, are kept on any premises which offers cats or dogs for sale on a reoccurring basis.”
4. This new “cat café” definition would allow these types of businesses to operate, under certain regulations, without violating the commercial kennel zoning regulations.

Proposed Definition:

Cat café: a restaurant or cafe, which also houses adoptable or therapeutic cats for clientele to interact with, and which may incorporate cat adoption services in addition to the restaurant services.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article II (Definitions) of the zoning ordinance to create a definition for “cat café.”

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Article II (Definitions) of the zoning ordinance is hereby amended to create a definition for “cat café

This ordinance adopted:

Ayes: _____

Nayes: _____

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 September 2024, 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: _____, 2024.

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 September 24, 2024, the City Commission of the City of Muskegon adopted an ordinance to create a zoning ordinance definition for cat café.

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 _____, 2024.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Apple Avenue Resolution							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff requests adoption of a resolution supporting MDOT's preliminary designs for Apple Avenue, including lane reductions and non-motorized facilities.								
Detailed Summary & Background: As presented and discussed yesterday evening, MDOT is progressing with the design of Apple Avenue. In accordance with public input that supports slower speeds, improved safety and upgraded facilities for pedestrians and bicyclists, MDOT is investigating reducing the number of lanes. In particular, as Apple Avenue approaches the downtown area, the street may be overbuilt for the amount of traffic. Reducing the number of lanes provide the opportunity to increase green space and potentially provide parking areas, again both thing supported by public feedback and focus groups. In order to proceed with the studies necessary to support the lane reduction, MDOT needs a formal resolution from the City Commission. The attached resolution provides that and expresses the City's support for the project. Additional agreements, including a potential turnback agreement as discussed last night, will be presented as MDOT moves through the design process.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: Adopt the included resolution supporting MDOT's preliminary designs for Apple Avenue including lane reductions and non-motorized facilities.								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	X		No
Information Technology			
Other Division Heads			
Communication			
Legal Review			

City of Muskegon
Resolution No. _____

A resolution approving of changes to the lane configuration of Apple Avenue (M-46) beginning at Webster Avenue and ending at Home Street near US-31 in the City of Muskegon.

WHEREAS, the current lane configuration of Apple Avenue encourages speeds well above the posted 30 mile per hour speed limit, and

WHEREAS, the Michigan Department of Transportation (MDOT) intends to reconstruct the above described section of Apple Avenue in 2026, and

WHEREAS, MDOT has proposed to reduce the number of lanes in Apple Avenue in some sections, and

WHEREAS, MDOT believes that the proposed lane reconfiguration will serve to improve compliance with posted speed limits and increase safety for pedestrians and other non-motorized users, and

WHEREAS, MDOT requires an official request from the local governing body to begin a lane reduction study.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Muskegon City Commission requests that MDOT commence with a feasibility study for lane reductions as a part of the 2026 reconstruction of Apple Avenue (M-46) between Webster Avenue and Home Street.

Moved by Commissioner _____ and supported by Commissioner _____ that the preceding Resolution be adopted.

Adopted this _____ day of _____, 2024

Kenneth D. Johnson, Mayor

Ann Meisch, Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City Commission, held on the _____ of _____, 2024. 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

Ann Meisch, Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Parks E/V Polaris Ranger Purchase - US DOE Rebate Voucher Program
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks
Brief Summary: Staff requests authorization to accept the Energy Efficiency & Conservation Block Grant award and purchase vehicles and equipment from Babbitt's Powersports in the amount of \$106,500.	
Detailed Summary & Background: In 2023, the U.S. Department of Energy announced the City of Muskegon was eligible to receive an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$76,450. The grant program is a \$550M grant program funded through the Bipartisan Infrastructure Law. It is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. Under this grant program, the City applied and received approval for a Equipment Rebate voucher to use the funds towards the purchase of two Polaris Ranger XP Kinetic EV side-by-side utility vehicles for use by the Parks Department. These vehicles have a range of 80 miles and are fully electric vehicles. The parks department plans to use them in a variety of ways to help us become more efficient and sustainable as a department. These vehicles are also very effective in the sand and will be used at our beaches during the summer as part of the park ranger program. The purchase will be made locally through Babbitt's Powersports. The Parks Capital improvement plan budgeted \$30k for a park ranger utility vehicle which is being supplanted by one of the EV Rangers, and the offsetting costs will allow us to equip these vehicles with a full cab, plow, salt spreaders and several other upgrades to help with maintenance around the City of Muskegon. The vehicles will come with some equipment provided by Babbitt's (as shown on the attached quotes); staff is including \$16,500 in additional equipment costs to be obtained using standard purchasing policies once the vehicles arrive and needs are determined (caution lights, decals, additional attachments, etc.). The expense is budget-neutral, however a budget amendment is necessary to accept and spend the grant funds.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Enhanced Parks and Recreation Department and Services <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services	

Amount Requested: Vehicle Purchases: \$89,943 Additional Equipment: \$16,507 Total Project Cost: \$106,450	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;">x</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	x	N/A										
Yes		No	x	N/A												
Fund(s) or Account(s): USDOE Grant: \$76,450 Parks ARPA: \$30,000	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;">x</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	x	No		N/A										
Yes	x	No		N/A												
Recommended Motion: Authorize staff to accept the Energy Efficiency & Conservation Block Grant award and purchase vehicles and equipment from Babbit's Powersports in the amount of \$106,500.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head	x															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Special Terms and Conditions

Entity Name: _____ (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by
awardee staff in accordance with the Recipient's standard policies and procedures.



Authorized Signature



Date

Name:



Title:



Entity Name:



LIEN HOLDER

MODEL #:

RGR XP KINETIC

DATE		7/24/2024			STOCK #	38248		SALESMAN		ANDY
						SALES MANAGER		AUSTIN		
YEAR		MAKE		MODEL		MILES	NEW	PREOWNED	COLOR	
2024		POLARIS		RGR XP KINETIC		0	X		WHITE	
VIN #		4XAE3GC47R8460735					PICK UP DAY & TIME			
AVAIL	ITEM	PART NUMBER	PRICE	SALE	LABOR	RETAIL PRICE	0.00	SALE PRICE	37499.00	
1	WINDSHEILD	2889021	990	990		FRT/SET-UP	0.00	FRT/SET-UP	1638.00	
1	WIPEER	2883974	770	770		DOC	0.00	DOC	199.00	
1	FRONT DOOR	2889811-070	3850	3850		ON ROAD CC FEE	0.00	ON ROAD CC FEE	0.00	
1	REAR GLASS	2879013	572	572		ACCESSORIES	0.00	ACCESSORIES	9449.00	
1	ROOF	2882911	495	495		LABOR	0.00	LABOR	1800.00	
1	SIDE MIRROR	2889241	198	198		TRADE IN	0.00	TRADE IN	0.00	
1	HEATER	2889499	1705	1705		TRADE PAYOFF	0.00	TRADE PAYOFF	0.00	
1	WALL CHRGR	2890040	715	715		TRADE EQUITY	0.00	TRADE EQUITY	0.00	
1	MIRROR	2881439	154	154		SUBTOTAL	0.00	SUBTOTAL	50585.00	
						TAX @ 6%		TAX @ 6%		
						TITLE/LICENSE	0.00	TITLE/LICENSE	11.00	
						SHIPPING	0.00	SHIPPING	0.00	
						DISCOUNT	0.00	DISCOUNT	0.00	
						WARRANTY	0.00	WARRANTY	0.00	
						DELIVERY	0.00	DELIVERY	0.00	
						OFF ROAD CC FEE	0.00	OFF ROAD CC FEE	0.00	
						DOWN PAYMENT	0.00	DOWN PAYMENT	0.00	
ACCESSORIES TOTAL			9449	9449	0	TOTAL PURCHASE	\$0.00	TOTAL PURCHASE	\$50,596.00	
SAVINGS			\$0.00			BALANCE	\$0.00	BALANCE	\$50,596.00	
TRADE INFORMATION										
YEAR	MAKE		MODEL		MILES	COLOR	VIN#			
MUST HAVE					YES	NO	OUT OF STATE CUSTOMERS WITH TRADE IN MUST BE HERE			
	ACTUAL TITLE						2 HOURS PRIOR TO CLOSE			
	LEIN RELEASE (If Applicable)						LIEN HOLDER			
	MUST BE IN BUYERS NAME									
Buyer (LEGAL NAME)						MAIN PHONE				
CITY OF MUSKEGON PARKS & RECREATION DEPARTMENT						231-724-4100				
						EMAIL				
						ParksandRecreation@shorelinecity.com				
LEGAL ADDRESS										
1350 E KEATING AVE						D.L.#	NA			
						D.O.B.	NA			
						Co Buyer				
CITY	MUSKEGON			STATE	MI	D.L.#				
ZIP CODE	49442		COUNTY	MUSKEGON		D.O.B.				
DEPOSIT ONLY	PROGRAM	HEROES				COMMENT				
		AG								
		NONE								
	PAYMENT	CHECK / CASH / CC								
		FINANCE								
FINANCE	YES				SIGNATURE:					
	NO									



LIEN HOLDER

MODEL #:

RGR XP KINETIC

DATE	7/24/2024		STOCK #			SALESMAN	ANDY		
						SALES MANAGER	AUSTIN		
YEAR	MAKE		MODEL		MILES	NEW	PREOWNED	COLOR	
2024	POLARIS		RGR XP KINETIC		0	X		WHITE	
VIN #						PICK UP DAY & TIME			
AVAIL	ITEM	PART NUMBER	PRICE	SALE	LABOR	RETAIL PRICE	0.00	SALE PRICE	37499.00
						FRT/SET-UP	0.00	FRT/SET-UP	1638.00
						DOC	0.00	DOC	199.00
						ON ROAD CC FEE	0.00	ON ROAD CC FEE	0.00
						ACCESSORIES	0.00	ACCESSORIES	0.00
						LABOR	0.00	LABOR	0.00
						TRADE IN	0.00	TRADE IN	0.00
						TRADE PAYOFF	0.00	TRADE PAYOFF	0.00
						TRADE EQUITY	0.00	TRADE EQUITY	0.00
						SUBTOTAL	0.00	SUBTOTAL	39336.00
						TAX @ 6%		TAX @ 6%	
						TITLE/LICENSE	0.00	TITLE/LICENSE	11.00
						SHIPPING	0.00	SHIPPING	0.00
						DISCOUNT	0.00	DISCOUNT	0.00
						WARRANTY	0.00	WARRANTY	0.00
						DELIVERY	0.00	DELIVERY	0.00
						OFF ROAD CC FEE	0.00	OFF ROAD CC FEE	0.00
						DOWN PAYMENT	0.00	DOWN PAYMENT	0.00
ACCESSORIES TOTAL			0	0	0	TOTAL PURCHASE	\$0.00	TOTAL PURCHASE	\$39,347.00
SAVINGS			\$0.00			BALANCE	\$0.00	BALANCE	\$39,347.00
TRADE INFORMATION									
YEAR	MAKE		MODEL		MILES	COLOR	VIN#		
MUST HAVE			YES	NO	OUT OF STATE CUSTOMERS WITH TRADE IN MUST BE HERE				
	ACTUAL TITLE				2 HOURS PRIOR TO CLOSE				
	LEIN RELEASE (If Applicable)				LIEN HOLDER				
	MUST BE IN BUYERS NAME								
Buyer (LEGAL NAME)					MAIN PHONE				
CITY OF MUSKEGON PARKS & RECREATION DEPARTMENT					231-724-4100				
					EMAIL				
					ParksandRecreation@shorelinecity.com				
LEGAL ADDRESS									
1350 E KEATING AVE					D.L.#	NA			
					D.O.B.	NA			
					Co Buyer				
CITY	MUSKEGON		STATE	MI	D.L.#				
ZIP CODE	49442		COUNTY	MUSKEGON	D.O.B.				
DEPOSIT ONLY	PROGRAM	HEROES			COMMENT				
		AG							
		NONE							
	PAYMENT	CHECK / CASH / CC							
		FINANCE							
FINANCE	YES			SIGNATURE:					
	NO								

PMC-ND

(1.08.09.13)

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION



RECIPIENT: 2 - Equipment Rebate Voucher - Nontribal EECBG Statement of Work with PA No **STATE:** Mult
 Ground Disturbance

PROJECT TITLE : 2 - Energy Efficiency and Conservation Block Grant Program - Equipment Rebate Voucher

Funding Opportunity Announcement Number **Procurement Instrument Number** **NEPA Control Number** **CID Number**
 EECBG Program Formula - IJJA, DE-FOA-0002882 GFO-EECBG-ERV2023-002

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

- | | |
|--|--|
| A9 Information gathering, analysis, and dissemination | Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.) |
| B2.2 Building and equipment instrumentation | Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment). |
| B5.1 Actions to conserve energy or water | (a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region. |
| B5.14 Combined heat and power or cogeneration systems | Conversion to, replacement of, or modification of combined heat and power or cogeneration systems (the sequential or simultaneous production of multiple forms of energy, such as thermal and electrical energy, in a single integrated system) at existing facilities, provided that the conversion, replacement, or modification would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources. |
| B5.16 Solar photovoltaic systems | The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such |

	as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.17 Solar thermal systems	The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.18 Wind turbines	The installation, modification, operation, and removal of a small number (generally not more than 2) of commercially available wind turbines, with a total height generally less than 200 feet (measured from the ground to the maximum height of blade rotation) that (1) are located within a previously disturbed or developed area; (2) are located more than 10 nautical miles (about 11.5 miles) from an airport or aviation navigation aid; (3) are located more than 1.5 nautical miles (about 1.7 miles) from National Weather Service or Federal Aviation Administration Doppler weather radar; (4) would not have the potential to cause significant impacts on bird or bat populations; and (5) are sited or designed such that the project would not have the potential to cause significant impacts to persons (such as from shadow flicker and other visual effects, and noise). Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. Covered actions include only those related to wind turbines to be installed on land.
B5.20 Biomass power plants	The installation, modification, operation, and removal of small-scale biomass power plants (generally less than 10 megawatts), using commercially available technology (1) intended primarily to support operations in single facilities (such as a school and community center) or contiguous facilities (such as an office complex); (2) that would not affect the air quality attainment status of the area and would not have the potential to cause a significant increase in the quantity or rate of air emissions and would not have the potential to cause significant impacts to water resources; and (3) would be located within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.22 Alternative fuel vehicle fueling stations	The installation, modification, operation, and removal of alternative fuel vehicle fueling stations (such as for compressed natural gas, hydrogen, ethanol and other commercially available biofuels) on the site of a current or former fueling station, or within a previously disturbed or developed area within the boundaries of a facility managed by the owners of a vehicle fleet. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.23 Electric vehicle charging stations	The installation, modification, operation, and removal of electric vehicle charging stations, using commercially available technology, within a previously disturbed or developed area. Covered actions are limited to areas where access and parking are in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Energy Efficiency Conservation Block Grant Program (EECBG) as authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended, and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

Under the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) DOE would distribute EECBG Equipment Rebate Vouchers to eligible units of local government, states, and Indian tribes. (hereinafter "Recipients"). Estimated individual Recipient allocations are included in the ALRD. The EECBG Program is designed to assist these Recipients in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

This NEPA determination is specific to Recipients meeting the qualifications of EECBG Equipment Rebate Voucher Statement of Work #2 (SOW 2), designated for non-tribal recipients with a Historic Preservation Programmatic Agreement proposing no ground disturbing activities. NEPA determinations for other EECBG Equipment Rebate Voucher NEPA statements of work have been completed under the following control numbers: GFO-EECBG-ERV2023-001, GFO-EECBG-ERV2023-003, and GFO-EECBG-ERV2023-004.

DOE has determined the following Blueprints and additional activities funded by EECBG Program Formula - IIJA ALRD, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project.

Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients would contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

Blueprints:

1. Blueprint #2A: Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting.
 - c. HVAC upgrades to existing systems.
 - d. Weather sealing and duct sealing.
 - e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - j. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
2. Blueprint #2B: Energy Savings Performance Contracts for Efficiency and Electrification in Buildings, activities limited to:
 - a. Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting.
 - iii. HVAC upgrades (to existing systems).
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - vii. Retrofit and replacement of windows and doors.
 - viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
 - b. Post-implementation measurement & verification limited to data analysis (e.g.: metering/usage/temperature), which may include monitoring devices installed on equipment, but not on buildings.
3. Blueprint #2C: Building Efficiency & Electrification Campaign, activities limited to:
 - a. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting.
 - iii. HVAC upgrades to existing systems.
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including,

but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).

vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.

vii. Retrofit and replacement of windows and doors.

viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.

ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.

x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

4. Blueprint #3A: Solar and Battery Storage - Power Purchase Agreements and Direct Ownership, activities limited to:

a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.

b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

5. Blueprint #3B: Community Solar, activities limited to:

a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.

b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

6. Blueprint #3C: Solarize Campaign, activities limited to:

a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.

b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

7. Blueprint #3D: Renewable Resource Planning, activities limited to:

a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.

b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

8. Blueprint #4A: Electric Vehicles for Fleets and Fleet Electrification, activities limited to:

a. Purchase of alternative fuel vehicles, including electric vehicles and plug-in hybrid vehicles.

b. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

9. Blueprint #4B: Electric Vehicle Charging Infrastructure, activities limited to:

a. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and

functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

Additional Activities:

10. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:

- a. Installation of insulation.
- b. Installation of energy efficient lighting.
- c. HVAC upgrades to existing systems.
- d. Weather sealing and duct sealing.
- e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
- f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
- g. Retrofit and replacement of windows and doors.
- h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
- i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
- j. Electrical system upgrades required to enable energy efficient/clean energy. Measures limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

11. Installation of renewable energy technology, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:

- a. Solar Electricity/Photovoltaic—appropriately sized systems not to exceed 60kW (including community solar projects)
- b. Wind Turbines 20 kW or smaller
- c. Solar thermal systems (including solar thermal hot water) limited to 200,000 BTU per hour or smaller.

12. Biomass thermal systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in existing buildings, do not require structural reinforcement, do not require ground disturbance, are appropriately sized, and limited to 3 MMBTUs per hour or smaller, with appropriate regulatory permits obtained and Best Available Control Technologies (BACT) installed and operated.

13. Purchase of alternative fuel vehicles, hybrids, and electric vehicles.

14. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed on a current fueling station site, do not require ground disturbance, tree removal or tree trimming, are appropriately sized, and obtain the appropriate permits, and comply with regulatory requirements.

15. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed Historic Preservation Programmatic Agreement (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized not to exceed 1,000 kWh, obtain the appropriate permits, and comply with regulatory requirements.

The Recipient is responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, the Recipient must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA).

Recipients shall adhere to the restrictions of the DOE executed Historic Preservation Programmatic Agreement for the State(s) where the proposed award activities would be implemented. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10 CFR 1022 are not applicable to the Blueprints and additional activities listed above which would not cause ground disturbance that occur in the 100-year floodplain (hereinafter "floodplain") or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions. All other integral elements and environmental review requirements are still applicable.

If proposed activities are not listed within the Blueprints and additional activities above, the Recipient must contact their DOE Project Officer for eligibility review. An additional NEPA review would be required, including the possible submission of an Environmental Questionnaire 1 form (EQ1) (found at <https://www.eere-pmc.energy.gov/NEPA.aspx>). Recipients would not initiate any activities without approval from the DOE Contracting Officer.

Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

* EECBG Recipients with a Historic Preservation Programmatic Agreement are located in: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to:

1. awards funded by sources other than the Administrative and Legal Requirements Document for the EECBG Program Formula Infrastructure Investment and Jobs Act,
2. activities that do not fit within the restrictions of the Blueprints and additional activities listed within this NEPA Determination,
3. recipients that do not have a DOE executed Historic Preservation Programmatic Agreement,
4. tribal recipients, or
5. ground-disturbing activities.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45)

years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report at <https://forms.office.com/g/kAFs0N7CZH>.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

Notes:

Office of State and Community Energy Programs (SCEP) - EECBG
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Amy Lukens, 9/20/2023.

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: _____



Signed By: Casey Strickland

Date: 9/22/2023

NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

- ☒ Field Office Manager review not required
☐ Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____

Field Office Manager

Date: _____



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Contract Award - First Street												
Submitted by: Joel Brookens, Engineer, Dan VanderHeide, Public Works Director	Department: DPW- Engineering												
Brief Summary: Staff is requesting authorization to enter into a contact with McCormick Sand, Inc, in the amount of \$325,999.00 for the reconstruction of First Street from Hamilton to Apple.													
Detailed Summary & Background: Bids were solicited for a construction project to reconstruct and install sanitary sewer within First Street; from Hamilton to Apple. The project is necessary to prepare for future sanitary sewer work within Apple, which will take place in 2026. McCormick Sand provided the low bid. The bid tabulation is attached.													
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Sustainability in financial practices and infrastructure Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Improved transportation connections throughout the community													
Amount Requested: \$325,999.00	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	X	No		N/A							
Yes	X	No		N/A									
Fund(s) or Account(s): 590-901-801-92412 (Sewer Fund)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	X	N/A							
Yes		No	X	N/A									
Recommended Motion: Move to authorize staff to enter into a contract with McCormick Sand, Inc in the amount of \$325,999.00 for the reconstruction of First Street; Hamilton to Apple.													
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 30%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Guest(s) Invited / Presenting: No
Immediate Division Head	X												
Information Technology													
Other Division Heads													
Communication													

Legal Review			
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City of Muskegon Bid Comparison

Contract ID: H-92412
Description: 0.07 mi of pavement reconstruction includes pavement removal, sanitary sewer, watermain repairs, concrete curb and gutter, grading, aggregate base, hma pavement on First St. from Hamilton Ave to Apple Ave (M-46) in the City of Muskegon, Muskegon County.
Location: FIRST ST., HAMILTON TO APPLE City of Muskegon, Muskegon County
Projects(s): H-92412

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$439,767.00	34.89%	0.00%
1	(05076) McCormick Sand, Inc.	\$325,999.00	0.00%	-25.87%
2	(02374) Terra Contractors, LLC	\$348,276.50	6.83%	-20.80%
3	(02946) Anlaan Corporation	\$365,113.50	11.99%	-16.97%
4	(_123456) Dan's Excavating Service, Inc	\$398,124.00	22.12%	-9.46%
5	(06627) Jackson-Merkey Contractors, Inc.	\$498,976.95	53.06%	13.46%
6	(01272) Wadel Stabilization, Inc.	\$508,092.50	55.85%	15.53%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE	(1) McCormick Sand, Inc.	(2) Terra Contractors, LLC
Description				Bid Price Total	Bid Price Total	Bid Price Total
0001 1500001	1 LSUM			\$40,000.00 \$40,000.00	\$40,000.00 \$40,000.00	\$30,000.00 \$30,000.00
Mobilization, Max \$40,000						
0002 2020004	1 Ea			\$500.00 \$500.00	\$400.00 \$400.00	\$2,800.00 \$2,800.00
Tree, Rem, 6 inch to 18 inch						
0003 2030015	190 Ft			\$20.00 \$3,800.00	\$12.00 \$2,280.00	\$20.00 \$3,800.00
Sewer, Rem, Less than 24 inch						
0004 2037050	7 Ea			\$700.00 \$4,900.00	\$600.00 \$4,200.00	\$650.00 \$4,550.00
_ Dr Structure, Rem, Modified						
0005 2040055	270 Syd			\$10.00 \$2,700.00	\$8.00 \$2,160.00	\$9.00 \$2,430.00
Sidewalk, Rem						
0006 2047011	1,600 Syd			\$10.00 \$16,000.00	\$5.00 \$8,000.00	\$6.00 \$9,600.00
_ Pavt, Rem, Modified						
0007 2057002	4 Sta			\$6,000.00 \$24,000.00	\$3,000.00 \$12,000.00	\$3,250.00 \$13,000.00
_ Machine Grading, Modified						
0008 2080020	3 Ea			\$100.00 \$300.00	\$100.00 \$300.00	\$150.00 \$450.00
Erosion Control, Inlet Protection, Fabric Drop						
0009 2090001	1 LSUM			\$2,000.00 \$2,000.00	\$500.00 \$500.00	\$1,500.00 \$1,500.00
Project Cleanup						
0010 3020020	1,500 Syd			\$18.00 \$27,000.00	\$15.00 \$22,500.00	\$18.00 \$27,000.00
Aggregate Base, 8 inch						
0011 3060021	200 Cyd			\$25.00 \$5,000.00	\$10.00 \$2,000.00	\$35.00 \$7,000.00
Maintenance Gravel, LM						
0012 4020600	25 Ft			\$130.00 \$3,250.00	\$58.00 \$1,450.00	\$55.00 \$1,375.00
Sewer, CI E, 12 inch, Tr Det B						
0013 4027001	30 Ft			\$200.00 \$6,000.00	\$90.00 \$2,700.00	\$170.00 \$5,100.00
_ Sewer, Ductile Iron CL 52 8 inch, Tr Det B						
0014 4027001	40 Ft			\$150.00 \$6,000.00	\$90.00 \$3,600.00	\$85.00 \$3,400.00
_ Sewer, PVC SDR 35, 12 inch, Tr Det B						

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) McCormick Sand, Inc.		(2) Terra Contractors, LLC	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0015	4027001	_ Sewer, PVC SDR 35, 6 inch, Tr Det B	33	Ft	\$200.00	\$6,600.00	\$54.00	\$1,782.00	\$75.00	\$2,475.00
0016	4027001	_ Sewer, PVC SDR 35, 8 inch, Tr Det B	320	Ft	\$200.00	\$64,000.00	\$80.00	\$25,600.00	\$82.00	\$26,240.00
0017	4027001	_ Sewer, PVC SSR 35, 10 inch, Tr Det B	90	Ft	\$170.00	\$15,300.00	\$58.00	\$5,220.00	\$75.00	\$6,750.00
0018	4027050	_ Sewer Tap, 8 inch, Modified	1	Ea	\$800.00	\$800.00	\$500.00	\$500.00	\$650.00	\$650.00
0019	4027050	_ Sewer Plug, Expandable, 8 inch	1	Ea	\$200.00	\$200.00	\$350.00	\$350.00	\$350.00	\$350.00
0020	4027050	_ Sewer Tap, 12 inch, Modified	2	Ea	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00
0021	4027050	_ Sewer Wye, PVC SDR 35, 8" X 6"	1	Ea	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$250.00	\$250.00
0022	4030210	Dr Structure, 48 inch dia	2	Ea	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$2,950.00	\$5,900.00
0023	4030250	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	3	Ft	\$500.00	\$1,500.00	\$260.00	\$780.00	\$500.00	\$1,500.00
0024	4030308	Dr Structure, Tap, 8 inch	1	Ea	\$700.00	\$700.00	\$800.00	\$800.00	\$700.00	\$700.00
0025	4030312	Dr Structure, Tap, 12 inch	2	Ea	\$500.00	\$1,000.00	\$400.00	\$800.00	\$900.00	\$1,800.00
0026	4037050	_ Dr Structure Cover, Type B, Modified	4	Ea	\$700.00	\$2,800.00	\$600.00	\$2,400.00	\$1,050.00	\$4,200.00
0027	4037050	_ Dr Structure Cover, Type K, Modified	1	Ea	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,200.00	\$1,200.00
0028	4037050	_ Dr Structure Cover, Adj, Case 1, Modified	2	Ea	\$1,200.00	\$2,400.00	\$1,150.00	\$2,300.00	\$800.00	\$1,600.00
0029	5010025	Hand Patching	1	Ton	\$300.00	\$300.00	\$200.00	\$200.00	\$215.00	\$215.00
0030	5012025	HMA, 4EML	340	Ton	\$110.00	\$37,400.00	\$102.50	\$34,850.00	\$109.00	\$37,060.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) McCormick Sand, Inc.		(2) Terra Contractors, LLC	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0031	8017011	_ Driveway, Nonreinf Conc, 8 inch, Modified	135	Syd	\$60.00	\$8,100.00	\$60.00	\$8,100.00	\$82.00	\$11,070.00
0032	8027001	_ Curb and Gutter, Conc, Det F4, Modified	780	Ft	\$21.00	\$16,380.00	\$25.00	\$19,500.00	\$28.00	\$21,840.00
0033	8030010	Detectable Warning Surface	67	Ft	\$35.00	\$2,345.00	\$35.00	\$2,345.00	\$50.00	\$3,350.00
0034	8030030	Curb Ramp Opening, Conc	90	Ft	\$24.00	\$2,160.00	\$35.00	\$3,150.00	\$26.00	\$2,340.00
0035	8030037	Sidewalk Ramp, Conc, 7 inch	540	Sft	\$7.00	\$3,780.00	\$8.00	\$4,320.00	\$8.75	\$4,725.00
0036	8030044	Sidewalk, Conc, 4 inch	750	Sft	\$5.00	\$3,750.00	\$6.00	\$4,500.00	\$5.35	\$4,012.50
0037	8120022	Barricade, Type III, High Intensity, Lighted, Furn	16	Ea	\$120.00	\$1,920.00	\$70.00	\$1,120.00	\$75.00	\$1,200.00
0038	8120023	Barricade, Type III, High Intensity, Lighted, Oper	16	Ea	\$5.00	\$80.00	\$1.00	\$16.00	\$2.00	\$32.00
0039	8120252	Plastic Drum, Fluorescent, Furn	50	Ea	\$25.00	\$1,250.00	\$19.00	\$950.00	\$22.00	\$1,100.00
0040	8120253	Plastic Drum, Fluorescent, Oper	50	Ea	\$1.00	\$50.00	\$1.00	\$50.00	\$5.00	\$250.00
0041	8120310	Sign Cover	5	Ea	\$10.00	\$50.00	\$20.00	\$100.00	\$25.00	\$125.00
0042	8120330	Sign, Portable, Changeable Message, Furn	2	Ea	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00
0043	8120331	Sign, Portable, Changeable Message, Oper	2	Ea	\$300.00	\$600.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00
0044	8120350	Sign, Type B, Temp, Prismatic, Furn	267	Sft	\$5.00	\$1,335.00	\$3.00	\$801.00	\$5.00	\$1,335.00
0045	8120351	Sign, Type B, Temp, Prismatic, Oper	267	Sft	\$1.00	\$267.00	\$1.00	\$267.00	\$2.00	\$534.00
0046	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	12	Sft	\$9.00	\$108.00	\$9.00	\$108.00	\$12.00	\$144.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) McCormick Sand, Inc.		(2) Terra Contractors, LLC	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0047	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	12	Sft	\$1.00	\$12.00	\$1.00	\$12.00	\$2.00	\$24.00
0048	8127051	_ Minor Traf Devices, Modified (Max \$20.000)	1	LSUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00
0049	8160062	Topsoil Surface, Furn, 4 inch	600	Syd	\$7.00	\$4,200.00	\$7.00	\$4,200.00	\$11.00	\$6,600.00
0050	8167011	_ Hydroseeding	600	Syd	\$1.00	\$600.00	\$1.75	\$1,050.00	\$3.00	\$1,800.00
0051	8230091	Hydrant, Rem	1	Ea	\$500.00	\$500.00	\$240.00	\$240.00	\$1,250.00	\$1,250.00
0052	8237001	_ Watermain, DI, 6 inch, Tr Det G, Modified	15	Ft	\$150.00	\$2,250.00	\$75.00	\$1,125.00	\$100.00	\$1,500.00
0053	8237001	_ Watermain, DI, 8 inch, Tr Det G, Modified	136	Ft	\$180.00	\$24,480.00	\$102.00	\$13,872.00	\$100.00	\$13,600.00
0054	8237050	_ Bend, 8 inch, 45 Degree, DI MJ	4	Ea	\$900.00	\$3,600.00	\$700.00	\$2,800.00	\$550.00	\$2,200.00
0055	8237050	_ Hydrant, 6 inch, Standard	1	Ea	\$5,500.00	\$5,500.00	\$4,600.00	\$4,600.00	\$6,500.00	\$6,500.00
0056	8237050	_ Sleeve, 6 inch, Long, DI MJ	3	Ea	\$2,000.00	\$6,000.00	\$1,000.00	\$3,000.00	\$700.00	\$2,100.00
0057	8237050	_ Tee, 8 inch X 6 inch, DI MJ	1	Ea	\$1,400.00	\$1,400.00	\$1,250.00	\$1,250.00	\$750.00	\$750.00
0058	8237050	_ Valve, 6 inch, Gate, With Box	1	Ea	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00
0059	8237050	_ Tee, 8 inch X 8 inch, DI MJ	1	Ea	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$800.00	\$800.00
0060	8237050	_ Valve, 8 inch, Gate, with Box	2	Ea	\$2,700.00	\$5,400.00	\$3,400.00	\$6,800.00	\$2,150.00	\$4,300.00
0061	8240030	Electronic Model Revision	10	Hr	\$150.00	\$1,500.00	\$0.10	\$1.00	\$150.00	\$1,500.00
0062	8257050	_ By Pass Puming	1	Ea	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$13,000.00	\$13,000.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) McCormick Sand, Inc.		(2) Terra Contractors, LLC	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0063	8257050	_ Sanitary Manhole Special Detail	1	Ea	\$5,500.00	\$5,500.00	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00
0064	8507060	_ Irrigation Repair	10,000	Dlr	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
Bid Totals:					\$439,767.00		\$325,999.00		\$348,276.50	

Line	Pay Item Code	Description	Quantity	Units	(3) Anlaan Corporation		(4) Dan's Excavating Service, Inc		(5) Jackson-Merkey Contractors, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1500001	Mobilization, Max \$40,000	1	LSUM	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
0002	2020004	Tree, Rem, 6 inch to 18 inch	1	Ea	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00
0003	2030015	Sewer, Rem, Less than 24 inch	190	Ft	\$30.00	\$5,700.00	\$25.00	\$4,750.00	\$16.30	\$3,097.00
0004	2037050	_ Dr Structure, Rem, Modified	7	Ea	\$600.00	\$4,200.00	\$500.00	\$3,500.00	\$640.00	\$4,480.00
0005	2040055	Sidewalk, Rem	270	Syd	\$25.00	\$6,750.00	\$8.00	\$2,160.00	\$8.70	\$2,349.00
0006	2047011	_ Pavt, Rem, Modified	1,600	Syd	\$8.00	\$12,800.00	\$10.00	\$16,000.00	\$7.45	\$11,920.00
0007	2057002	_ Machine Grading, Modified	4	Sta	\$2,600.00	\$10,400.00	\$10,000.00	\$40,000.00	\$12,000.00	\$48,000.00
0008	2080020	Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$175.00	\$525.00	\$110.00	\$330.00	\$114.00	\$342.00
0009	2090001	Project Cleanup	1	LSUM	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
0010	3020020	Aggregate Base, 8 inch	1,500	Syd	\$24.00	\$36,000.00	\$18.00	\$27,000.00	\$12.40	\$18,600.00
0011	3060021	Maintenance Gravel, LM	200	Cyd	\$45.00	\$9,000.00	\$25.00	\$5,000.00	\$0.01	\$2.00
0012	4020600	Sewer, CI E, 12 inch, Tr Det B	25	Ft	\$75.00	\$1,875.00	\$52.00	\$1,300.00	\$158.00	\$3,950.00
0013	4027001	_ Sewer, Ductile Iron CL 52 8 inch, Tr Det B	30	Ft	\$165.00	\$4,950.00	\$100.00	\$3,000.00	\$210.50	\$6,315.00
0014	4027001	_ Sewer, PVC SDR 35, 12 inch, Tr Det B	40	Ft	\$135.00	\$5,400.00	\$370.00	\$14,800.00	\$165.00	\$6,600.00
0015	4027001	_ Sewer, PVC SDR 35, 6 inch, Tr Det B	33	Ft	\$90.00	\$2,970.00	\$50.00	\$1,650.00	\$108.00	\$3,564.00
0016	4027001	_ Sewer, PVC SDR 35, 8 inch, Tr Det B	320	Ft	\$75.00	\$24,000.00	\$85.00	\$27,200.00	\$95.00	\$30,400.00

Line	Pay Item Code	Description	Quantity	Units	(3) Anlaan Corporation		(4) Dan's Excavating Service, Inc		(5) Jackson-Merkey Contractors, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	4027001	_ Sewer, PVC SSR 35, 10 inch, Tr Det B	90	Ft	\$55.00	\$4,950.00	\$50.00	\$4,500.00	\$155.00	\$13,950.00
0018	4027050	_ Sewer Tap, 8 inch, Modified	1	Ea	\$700.00	\$700.00	\$500.00	\$500.00	\$1,364.00	\$1,364.00
0019	4027050	_ Sewer Plug, Expandable, 8 inch	1	Ea	\$350.00	\$350.00	\$150.00	\$150.00	\$725.50	\$725.50
0020	4027050	_ Sewer Tap, 12 inch, Modified	2	Ea	\$750.00	\$1,500.00	\$300.00	\$600.00	\$1,964.00	\$3,928.00
0021	4027050	_ Sewer Wye, PVC SDR 35, 8" X 6"	1	Ea	\$200.00	\$200.00	\$150.00	\$150.00	\$3,500.00	\$3,500.00
0022	4030210	Dr Structure, 48 inch dia	2	Ea	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$8,000.00	\$16,000.00
0023	4030250	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	3	Ft	\$150.00	\$450.00	\$500.00	\$1,500.00	\$288.00	\$864.00
0024	4030308	Dr Structure, Tap, 8 inch	1	Ea	\$900.00	\$900.00	\$700.00	\$700.00	\$1,273.00	\$1,273.00
0025	4030312	Dr Structure, Tap, 12 inch	2	Ea	\$950.00	\$1,900.00	\$900.00	\$1,800.00	\$1,273.00	\$2,546.00
0026	4037050	_ Dr Structure Cover, Type B, Modified	4	Ea	\$650.00	\$2,600.00	\$900.00	\$3,600.00	\$1,288.00	\$5,152.00
0027	4037050	_ Dr Structure Cover, Type K, Modified	1	Ea	\$900.00	\$900.00	\$1,100.00	\$1,100.00	\$1,588.00	\$1,588.00
0028	4037050	_ Dr Structure Cover, Adj, Case 1, Modified	2	Ea	\$850.00	\$1,700.00	\$800.00	\$1,600.00	\$1,006.00	\$2,012.00
0029	5010025	Hand Patching	1	Ton	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
0030	5012025	HMA, 4EML	340	Ton	\$102.50	\$34,850.00	\$102.50	\$34,850.00	\$102.50	\$34,850.00
0031	8017011	_ Driveway, Nonreinf Conc, 8 inch, Modified	135	Syd	\$64.70	\$8,734.50	\$80.00	\$10,800.00	\$68.85	\$9,294.75
0032	8027001	_ Curb and Gutter, Conc, Det F4, Modified	780	Ft	\$29.70	\$23,166.00	\$24.00	\$18,720.00	\$26.50	\$20,670.00

Line	Pay Item Code	Description	Quantity	Units	(3) Anlaan Corporation		(4) Dan's Excavating Service, Inc		(5) Jackson-Merkey Contractors, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	8030010	Detectable Warning Surface	67	Ft	\$35.00	\$2,345.00	\$40.00	\$2,680.00	\$42.55	\$2,850.85
0034	8030030	Curb Ramp Opening, Conc	90	Ft	\$39.70	\$3,573.00	\$24.00	\$2,160.00	\$21.80	\$1,962.00
0035	8030037	Sidewalk Ramp, Conc, 7 inch	540	Sft	\$8.90	\$4,806.00	\$8.50	\$4,590.00	\$9.00	\$4,860.00
0036	8030044	Sidewalk, Conc, 4 inch	750	Sft	\$6.90	\$5,175.00	\$6.00	\$4,500.00	\$5.50	\$4,125.00
0037	8120022	Barricade, Type III, High Intensity, Lighted, Furn	16	Ea	\$70.00	\$1,120.00	\$70.00	\$1,120.00	\$70.00	\$1,120.00
0038	8120023	Barricade, Type III, High Intensity, Lighted, Oper	16	Ea	\$1.00	\$16.00	\$1.00	\$16.00	\$1.00	\$16.00
0039	8120252	Plastic Drum, Fluorescent, Furn	50	Ea	\$19.00	\$950.00	\$19.00	\$950.00	\$19.00	\$950.00
0040	8120253	Plastic Drum, Fluorescent, Oper	50	Ea	\$1.00	\$50.00	\$1.00	\$50.00	\$1.00	\$50.00
0041	8120310	Sign Cover	5	Ea	\$20.00	\$100.00	\$20.00	\$100.00	\$20.00	\$100.00
0042	8120330	Sign, Portable, Changeable Message, Furn	2	Ea	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
0043	8120331	Sign, Portable, Changeable Message, Oper	2	Ea	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
0044	8120350	Sign, Type B, Temp, Prismatic, Furn	267	Sft	\$3.00	\$801.00	\$3.00	\$801.00	\$3.00	\$801.00
0045	8120351	Sign, Type B, Temp, Prismatic, Oper	267	Sft	\$1.00	\$267.00	\$1.00	\$267.00	\$1.00	\$267.00
0046	8120352	Sign, Type B, Temp, Prismatic, Spec, Furn	12	Sft	\$9.00	\$108.00	\$9.00	\$108.00	\$1.00	\$12.00
0047	8120353	Sign, Type B, Temp, Prismatic, Spec, Oper	12	Sft	\$1.00	\$12.00	\$1.00	\$12.00	\$1.00	\$12.00
0048	8127051	_ Minor Traf Devices, Modified (Max \$20.000)	1	LSUM	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00

Line	Pay Item Code	Description	Quantity	Units	(3) Anlaan Corporation		(4) Dan's Excavating Service, Inc		(5) Jackson-Merkey Contractors, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	8160062	Topsoil Surface, Furn, 4 inch	600	Syd	\$10.00	\$6,000.00	\$9.00	\$5,400.00	\$5.00	\$3,000.00
0050	8167011	_ Hydroseeding	600	Syd	\$3.00	\$1,800.00	\$2.00	\$1,200.00	\$5.00	\$3,000.00
0051	8230091	Hydrant, Rem	1	Ea	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,010.00	\$1,010.00
0052	8237001	_ Watermain, DI, 6 inch, Tr Det G, Modified	15	Ft	\$150.00	\$2,250.00	\$90.00	\$1,350.00	\$106.95	\$1,604.25
0053	8237001	_ Watermain, DI, 8 inch, Tr Det G, Modified	136	Ft	\$110.00	\$14,960.00	\$160.00	\$21,760.00	\$125.60	\$17,081.60
0054	8237050	_ Bend, 8 inch, 45 Degree, DI MJ	4	Ea	\$650.00	\$2,600.00	\$700.00	\$2,800.00	\$1,108.00	\$4,432.00
0055	8237050	_ Hydrant, 6 inch, Standard	1	Ea	\$4,900.00	\$4,900.00	\$5,000.00	\$5,000.00	\$6,668.00	\$6,668.00
0056	8237050	_ Sleeve, 6 inch, Long, DI MJ	3	Ea	\$2,000.00	\$6,000.00	\$650.00	\$1,950.00	\$6,522.00	\$19,566.00
0057	8237050	_ Tee, 8 inch X 6 inch, DI MJ	1	Ea	\$900.00	\$900.00	\$1,150.00	\$1,150.00	\$1,656.00	\$1,656.00
0058	8237050	_ Valve, 6 inch, Gate, With Box	1	Ea	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,735.00	\$2,735.00
0059	8237050	_ Tee, 8 inch X 8 inch, DI MJ	1	Ea	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$1,766.00	\$1,766.00
0060	8237050	_ Valve, 8 inch, Gate, with Box	2	Ea	\$2,300.00	\$4,600.00	\$2,500.00	\$5,000.00	\$4,023.00	\$8,046.00
0061	8240030	Electronic Model Revision	10	Hr	\$1.00	\$10.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00
0062	8257050	_ By Pass Puming	1	Ea	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00
0063	8257050	_ Sanitary Manhole Special Detail	1	Ea	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$28,000.00	\$28,000.00
0064	8507060	_ Irrigation Repair	10,000	Dlr	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00

Line	Pay Item Code	Description	Quantity	Units	(3) Anlaan Corporation		(4) Dan's Excavating Service, Inc		(5) Jackson-Merkey Contractors, Inc.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
Bid Totals:					\$365,113.50		\$398,124.00		\$498,976.95	

Line	Pay Item Code	Quantity	Units	(6) Wadel Stabilization, Inc.			
Description				Bid Price	Total	Bid Price	Total
0001	1500001	1	LSUM	\$40,000.00	\$40,000.00	\$0.00	\$0.00
Mobilization, Max \$40,000							
0002	2020004	1	Ea	\$1,200.00	\$1,200.00	\$0.00	\$0.00
Tree, Rem, 6 inch to 18 inch							
0003	2030015	190	Ft	\$10.00	\$1,900.00	\$0.00	\$0.00
Sewer, Rem, Less than 24 inch							
0004	2037050	7	Ea	\$750.00	\$5,250.00	\$0.00	\$0.00
_ Dr Structure, Rem, Modified							
0005	2040055	270	Syd	\$15.00	\$4,050.00	\$0.00	\$0.00
Sidewalk, Rem							
0006	2047011	1,600	Syd	\$20.00	\$32,000.00	\$0.00	\$0.00
_ Pavt, Rem, Modified							
0007	2057002	4	Sta	\$2,500.00	\$10,000.00	\$0.00	\$0.00
_ Machine Grading, Modified							
0008	2080020	3	Ea	\$150.00	\$450.00	\$0.00	\$0.00
Erosion Control, Inlet Protection, Fabric Drop							
0009	2090001	1	LSUM	\$21,000.00	\$21,000.00	\$0.00	\$0.00
Project Cleanup							
0010	3020020	1,500	Syd	\$17.60	\$26,400.00	\$0.00	\$0.00
Aggregate Base, 8 inch							
0011	3060021	200	Cyd	\$1.00	\$200.00	\$0.00	\$0.00
Maintenance Gravel, LM							
0012	4020600	25	Ft	\$325.00	\$8,125.00	\$0.00	\$0.00
Sewer, CI E, 12 inch, Tr Det B							
0013	4027001	30	Ft	\$225.00	\$6,750.00	\$0.00	\$0.00
_ Sewer, Ductile Iron CL 52 8 inch, Tr Det B							
0014	4027001	40	Ft	\$200.00	\$8,000.00	\$0.00	\$0.00
_ Sewer, PVC SDR 35, 12 inch, Tr Det B							
0015	4027001	33	Ft	\$185.00	\$6,105.00	\$0.00	\$0.00
_ Sewer, PVC SDR 35, 6 inch, Tr Det B							
0016	4027001	320	Ft	\$117.00	\$37,440.00	\$0.00	\$0.00
_ Sewer, PVC SDR 35, 8 inch, Tr Det B							

Line	Pay Item Code	Description	Quantity	Units	(6) Wadel Stabilization, Inc.		Bid Price	Total	Bid Price	Total	Bid Price	Total
					Bid Price	Total						
0017	4027001	_ Sewer, PVC SSR 35, 10 inch, Tr Det B	90	Ft	\$162.00	\$14,580.00				\$0.00		\$0.00
0018	4027050	_ Sewer Tap, 8 inch, Modified	1	Ea	\$1,500.00	\$1,500.00				\$0.00		\$0.00
0019	4027050	_ Sewer Plug, Expandable, 8 inch	1	Ea	\$250.00	\$250.00				\$0.00		\$0.00
0020	4027050	_ Sewer Tap, 12 inch, Modified	2	Ea	\$1,800.00	\$3,600.00				\$0.00		\$0.00
0021	4027050	_ Sewer Wye, PVC SDR 35, 8" X 6"	1	Ea	\$750.00	\$750.00				\$0.00		\$0.00
0022	4030210	Dr Structure, 48 inch dia	2	Ea	\$6,250.00	\$12,500.00				\$0.00		\$0.00
0023	4030250	Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	3	Ft	\$3,000.00	\$9,000.00				\$0.00		\$0.00
0024	4030308	Dr Structure, Tap, 8 inch	1	Ea	\$1,800.00	\$1,800.00				\$0.00		\$0.00
0025	4030312	Dr Structure, Tap, 12 inch	2	Ea	\$2,250.00	\$4,500.00				\$0.00		\$0.00
0026	4037050	_ Dr Structure Cover, Type B, Modified	4	Ea	\$785.00	\$3,140.00				\$0.00		\$0.00
0027	4037050	_ Dr Structure Cover, Type K, Modified	1	Ea	\$985.00	\$985.00				\$0.00		\$0.00
0028	4037050	_ Dr Structure Cover, Adj, Case 1, Modified	2	Ea	\$1,800.00	\$3,600.00				\$0.00		\$0.00
0029	5010025	Hand Patching	1	Ton	\$250.00	\$250.00				\$0.00		\$0.00
0030	5012025	HMA, 4EML	340	Ton	\$115.00	\$39,100.00				\$0.00		\$0.00
0031	8017011	_ Driveway, Nonreinf Conc, 8 inch, Modified	135	Syd	\$80.00	\$10,800.00				\$0.00		\$0.00
0032	8027001	_ Curb and Gutter, Conc, Det F4, Modified	780	Ft	\$38.50	\$30,030.00				\$0.00		\$0.00

Line	Pay Item Code	Quantity	Units	(6) Wadel Stabilization, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	8030010	67	Ft	\$80.00	\$5,360.00		\$0.00		\$0.00
Detectable Warning Surface									
0034	8030030	90	Ft	\$35.00	\$3,150.00		\$0.00		\$0.00
Curb Ramp Opening, Conc									
0035	8030037	540	Sft	\$9.00	\$4,860.00		\$0.00		\$0.00
Sidewalk Ramp, Conc, 7 inch									
0036	8030044	750	Sft	\$7.75	\$5,812.50		\$0.00		\$0.00
Sidewalk, Conc, 4 inch									
0037	8120022	16	Ea	\$100.00	\$1,600.00		\$0.00		\$0.00
Barricade, Type III, High Intensity, Lighted, Furn									
0038	8120023	16	Ea	\$1.00	\$16.00		\$0.00		\$0.00
Barricade, Type III, High Intensity, Lighted, Oper									
0039	8120252	50	Ea	\$25.00	\$1,250.00		\$0.00		\$0.00
Plastic Drum, Fluorescent, Furn									
0040	8120253	50	Ea	\$1.00	\$50.00		\$0.00		\$0.00
Plastic Drum, Fluorescent, Oper									
0041	8120310	5	Ea	\$20.00	\$100.00		\$0.00		\$0.00
Sign Cover									
0042	8120330	2	Ea	\$2,500.00	\$5,000.00		\$0.00		\$0.00
Sign, Portable, Changeable Message, Furn									
0043	8120331	2	Ea	\$750.00	\$1,500.00		\$0.00		\$0.00
Sign, Portable, Changeable Message, Oper									
0044	8120350	267	Sft	\$5.00	\$1,335.00		\$0.00		\$0.00
Sign, Type B, Temp, Prismatic, Furn									
0045	8120351	267	Sft	\$1.00	\$267.00		\$0.00		\$0.00
Sign, Type B, Temp, Prismatic, Oper									
0046	8120352	12	Sft	\$15.00	\$180.00		\$0.00		\$0.00
Sign, Type B, Temp, Prismatic, Spec, Furn									
0047	8120353	12	Sft	\$1.00	\$12.00		\$0.00		\$0.00
Sign, Type B, Temp, Prismatic, Spec, Oper									
0048	8127051	1	LSUM	\$20,000.00	\$20,000.00		\$0.00		\$0.00
_ Minor Traf Devices, Modified (Max \$20.000)									

Line	Pay Item Code	Quantity	Units	(6) Wadel Stabilization, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049 8160062		600	Syd	\$12.00	\$7,200.00		\$0.00		\$0.00
Topsoil Surface, Furn, 4 inch									
0050 8167011		600	Syd	\$3.00	\$1,800.00		\$0.00		\$0.00
_ Hydroseeding									
0051 8230091		1	Ea	\$750.00	\$750.00		\$0.00		\$0.00
Hydrant, Rem									
0052 8237001		15	Ft	\$152.00	\$2,280.00		\$0.00		\$0.00
_ Watermain, DI, 6 inch, Tr Det G, Modified									
0053 8237001		136	Ft	\$215.00	\$29,240.00		\$0.00		\$0.00
_ Watermain, DI, 8 inch, Tr Det G, Modified									
0054 8237050		4	Ea	\$875.00	\$3,500.00		\$0.00		\$0.00
_ Bend, 8 inch, 45 Degree, DI MJ									
0055 8237050		1	Ea	\$7,500.00	\$7,500.00		\$0.00		\$0.00
_ Hydrant, 6 inch, Standard									
0056 8237050		3	Ea	\$2,800.00	\$8,400.00		\$0.00		\$0.00
_ Sleeve, 6 inch, Long, DI MJ									
0057 8237050		1	Ea	\$1,500.00	\$1,500.00		\$0.00		\$0.00
_ Tee, 8 inch X 6 inch, DI MJ									
0058 8237050		1	Ea	\$3,875.00	\$3,875.00		\$0.00		\$0.00
_ Valve, 6 inch, Gate, With Box									
0059 8237050		1	Ea	\$3,000.00	\$3,000.00		\$0.00		\$0.00
_ Tee, 8 inch X 8 inch, DI MJ									
0060 8237050		2	Ea	\$5,875.00	\$11,750.00		\$0.00		\$0.00
_ Valve, 8 inch, Gate, with Box									
0061 8240030		10	Hr	\$55.00	\$550.00		\$0.00		\$0.00
Electronic Model Revision									
0062 8257050		1	Ea	\$6,000.00	\$6,000.00		\$0.00		\$0.00
_ By Pass Puming									
0063 8257050		1	Ea	\$15,000.00	\$15,000.00		\$0.00		\$0.00
_ Sanitary Manhole Special Detail									
0064 8507060		10,000	Dlr	\$1.00	\$10,000.00		\$0.00		\$0.00
_ Irrigation Repair									

Line		Pay Item Code	Quantity	Units	(6) Wadel Stabilization, Inc.				
Description					Bid Price	Total	Bid Price	Total	Bid Price
Bid Totals:						\$508,092.50			

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Resolution Honoring NAACP Muskegon Branch 3147-B for 105 Years of Service															
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office															
Brief Summary: A resolution honoring the NAACP Muskegon Branch 3147-B for 105 years of service.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed:																
Key Focus Areas:																
Goal/Action Item: 2027 GOAL 3: COMMUNITY CONNECTION - Strong ties among government and community agencies																
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Recommended Motion: To adopt the resolution honoring the NAACP Muskegon Branch 3147-B for 105 Years of Service.																
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

Resolution

City of Muskegon Honors the National Association for the Advancement of Colored People (NAACP) Muskegon Branch 3147-B for 105 Years of Service

WHEREAS, the NAACP Muskegon Branch 3147-B has served as an essential advocate for social justice, civil rights, and equality within the Muskegon community for over a century, dedicating itself to the advancement of equality, justice, and human dignity for all individuals; and

WHEREAS, established in 1919, the NAACP Muskegon Branch has been relentless in its efforts to eradicate racial discrimination, address systemic inequalities, and champion civil liberties through community engagement, educational programs, and legal advocacy; and

WHEREAS, the NAACP Muskegon Branch has significantly contributed to fostering diversity, equity, and inclusion throughout Muskegon, striving to eliminate disparities in education, economic opportunity, and housing while also safeguarding voting rights and social justice for underrepresented populations; and

WHEREAS, the lasting impact of the NAACP Muskegon Branch is a testament to its unwavering commitment to the protection of civil rights and the guarantee that every individual, irrespective of their race, gender, or background, is entitled to the freedoms and opportunities necessary to lead a life of dignity and equality; and

WHEREAS, the NAACP Muskegon Branch continues to be a beacon of hope and guidance for future generations through its dedication to advocacy, outreach, and mentorship, while also nurturing leadership among the youth, entrusting them with the legacy of pursuing justice and equality; and

WHEREAS, the City of Muskegon and its citizens hold in high regard and extend their deepest gratitude to the NAACP Muskegon Branch 3147-B for its unwavering commitment and significant contributions over the past 105 years towards fostering positive societal change and advocating for the rights and welfare of all its residents.

NOW, THEREFORE, BE IT RESOLVED, the City of Muskegon City Commission does hereby honor and celebrate the NAACP Muskegon Branch 3147-B on the momentous occasion of its 105th anniversary, recognizing its steadfast fidelity to justice, civil rights, and community empowerment.

BE IT FURTHER RESOLVED, that the City of Muskegon expresses its profound appreciation for the NAACP Muskegon Branch's enduring dedication to enhancing the quality of life for all Muskegon residents and eagerly anticipates its continued efforts in fostering a more equitable and just society.

The foregoing Resolution was offered by Commissioner Willie German, Jr. and supported by Commissioner _____, and same was duly passed at a general session of the City of Muskegon City Commission.

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 8, 2024.

By: _____

Kenneth D. Johnson, Mayor

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Sale of 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity.							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lots at 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity to Stephen Benedict, Stephens Home and Investments LLC, for the amount of \$56,175.								
Detailed Summary & Background: Stephen Benedict would like to purchase the City-owned buildable lots at 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity to build single family homes. 209 Merrill, 502 Mary, 845, 982, & 1003 Ducey, and 1007 Albert will be split into additional buildable lots. 346 Wood will have a new address on Leonard.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types. Goal/Action Item: 335								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Recommended Motion: To authorize the Code Coordinator to complete the sale of 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity, as described in the attached purchase agreement and to have the Mayor and Clerk sign the purchase agreement.								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review	x		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made _____, 2024 (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Stephens Homes and Investments, LLC**, a Michigan limited liability company, of 1042 Terrace Street, Muskegon, Michigan 49442 (“Developer”), with reference to the following facts:

Background

A. City is the owner of 14 buildable lots, being 209 Merrill, 502 & 561 Mary, 845, 982, & 1003 Ducey, 1007 Albert, 1542 Adams, 320 & 346 Wood, 425 Octavius, 436 Charles, 907 Orchard, and 877 Amity, more specifically described in attached Exhibit A. Prior to closing, City shall combine one or more of the lots and split the property into nineteen (19) lots, more specifically described in attached Exhibit B.

B. Developer proposes to purchase and develop nineteen (19) vacant lots owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit B** (each property individually, a “Parcel” and collectively “Project Properties”).

C. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop on each of the Project Properties a single-family house (the “Project”).

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

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Properties, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$56,175.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the **\$1000** deposit that the Developer has paid to the City of Muskegon. The “Purchase Price” shall be allocated to each lot as provided for in attached Exhibit B.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price upon the completion of certain design standards for each Parcel as further described herein.

3. **Construction and Development Requirements.**

a. **Construction Dates.** The parties acknowledge and agree that Developer shall have a period of twenty-four (24) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

b. **Construction Details; Purchase Price Reimbursement.** Developer's construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for each of the Project Properties upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 346 Wood Developer would be reimbursed \$1,800, which is 60% of the \$3,000 purchase price for 346 Wood. If Developer completes all five design standards for all of the lots purchased, Developer would be reimbursed the entire purchase price.)

4. **Reversionary Interest.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on each of the Project Properties, each quit claim deed conveying a lot to Developer shall contain a reversionary interest of that lot ("City's Reversionary Interest"), which will become effective:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to this Parcel shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to this Parcel and beginning installation of the approved single-family home.

b. Developer does not complete construction of a single-family residential structure on this Parcel prior to expiration of the Construction Period, in which case title to this Parcel shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for this Parcel. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for any of the Project Properties that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to any or all of the Project Properties, as the case may be. To exercise City's Reversionary Right

described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to any or all of the Project Properties, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if any or all of the Project Properties revert to City, City may retain the purchase price for such Project Properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of any or all of the Project Properties, improvements made on such Project Properties shall become the property of City. In no event shall the Project Properties be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deeds from City to Developer.

5. **Waiver of Water/Sewer Connection Fee.** Upon the condition that all Project Properties are completed no later than the Construction Completion Date, City agrees to waive the water/sewer connection fee for all Project Properties. Developer is not entitled to the water/sewer waiver unless all 19 lots have fully completed single family residences by the end of the Construction Period.

6. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a single title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the nineteen (19) Project Properties in the amount of the total purchase price for the Project Properties and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"), with a copy of the commitment and underlying documents to City. Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Properties at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Properties (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

7. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to any of the Project Properties. If objection to the title is made, City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement as to the applicable parcel and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement as to that parcel, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

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

shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

9. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Properties, and Developer or its surveyor or other agents may enter any of the Project Properties for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Properties and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within thirty (30) days after disclosure, or terminate this Agreement as to that Parcel. Developer may elect to purchase the Project Properties subject to said encroachment or variation.

10. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Properties within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's intention prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated as to that Parcel and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

11. **Condition of Project Properties.** City and Developer acknowledge and agree that each Parcel in the Project Properties is being sold and delivered "**AS IS**", "**WHERE IS**" in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Properties, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Properties for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Properties with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Properties; (v) existence in, on, under, or over the Project Properties of any hazardous substances; or (vi) any other matter with respect to the Project Properties. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Properties pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Properties and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Properties acquired by Developer and waive all objections or claims against City arising from or related to such Project Properties and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Properties it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Properties in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

12. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** Developer is a Michigan limited liability company. Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

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

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

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

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

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

c. **Parcel Combination and Split.** City shall combine one or more Parcels and split the Parcels creating a total of 19 Parcels, as described in Exhibit B.

14. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within thirty (30) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within thirty (30) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

15. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than thirty (30) days after the Inspection Period ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; (v) City shall the costs to combine Parcels and split Parcels; and (vi) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver fifteen (11) quit claim deeds, one for each Parcel, for the Project Properties and Developer shall pay the purchase price. The quit claim deeds to be delivered by City at closing shall include the City's Reversionary Interest described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

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

17. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: City Attorney
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: john@parmenterlaw.com

To Developer: Stephens Homes and Investments, LLC
Attn.: Stephen Benedict
1042 Terrace Street
Muskegon, MI
Email: stephenshomes@yahoo.com

18. **Miscellaneous.**

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

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

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

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

e. **Counterparts.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

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

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. **Severability.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

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

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

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

CITY OF MUSKEGON

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

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

DEVELOPER:

STEPHENS HOMES AND INVESTMENTS, LLC

By: _____
Name: _____
Title: _____
Dated: _____

Exhibit A

The following described premises are currently owned by the City of Muskegon and will be combined and split to create the Parcels to be Purchased by Developer and are located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLOCK 386
Address: 209 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 631 ALSO VACATED EAST 1/2 OF ADJACENT ALLEY ((8/00 RESOLUTION # 2000-72 (G))
LOT 632 SPLIT FROM PARCEL 9/14/00 FOR 2001 ROLL
Address: 845 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0631-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 575 576 & 577
Address: 982 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0575-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 519
Address: 1003 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0519-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 553
Address: 1007 ALBERT, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 620 & 621
Address: 502 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0620-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & EAST 1/2 VACATED N/S ALLEY ADJACENT
Address: 561 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0639-00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893
Address: 1542 ADAMS, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0893-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH 1/2 LOTS 8 & 9 BLOCK 8
Address: 320 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0008-10

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLOCK 8
Address: 346 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0010-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLOCK 140
Address: 425 OCTAVIUS, MUSKEGON, MI 49442
Parcel #: 61-24-205-140-0014-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 CITY OF MUSKEGON LOT 5 BLOCK 13 AND WEST 1/2 OF VACATED 16.5 FEET ALLEY ADJACENT THERETO (VACATED ALLEY CITY RES #99-87)

Address: 436 CHARLES, MUSKEGON, MI 49441

Parcel #: 61-24-205-013-0005-00

Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W W 50 FT OF N 132 FT OF S 297 FT NE 1/4 SW 1/4 SW 1/4

Address: 907 ORCHARD, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0062-00

Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W E 66 FT OF W 544 1/2 FT OF N 165 FT OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N 33 FT FOR ST

Address: 877 AMITY, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0116-00

Exhibit B

The following described Parcels will be created by the City of Muskegon sold to Developer for the Purchase Prices provided and are located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 EAST ½ LOT 13 BLOCK 386
Address: 209 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-00
Price: \$2,437.50

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WEST ½ LOT 13 BLOCK 386
Address: 213 MERRILL, MUSKEGON, MI 49441
Parcel #:
Price: \$2,437.50

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 631 ALSO VACATED EAST 1/2 OF ADJACENT ALLEY ((8/00 RESOLUTION # 2000-72 (G))
LOT 632 SPLIT FROM PARCEL 9/14/00 FOR 2001 ROLL
Address: 845 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0631-00
Price: \$6,000.00
(SURVEY ORDERED FOR SPLIT)

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 575 576 & 577
Address: 982 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0575-00
Price: \$6,000.00
(TO BE COMBINED AND SPLIT W/ 1003 DUCEY – SURVEY ORDERED)

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 519
Address: 1003 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0519-00
Price: \$6,000.00
(TO BE COMBINED AND SPLIT W/ 982 DUCEY – SURVEY ORDERED)

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 553
Address: 1007 ALBERT, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-00
Price: \$6,000.00
(TO BE SPLIT INTO TWO LOTS)

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 620
Address: 502 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0620-00
Price: \$3,000.00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOTS 621
Address: 508 MARY, MUSKEGON, MI 49442
Parcel #:
Price: \$3,000.00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & EAST 1/2 VACATED N/S ALLEY ADJACENT

Address: 561 MARY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0639-00

Price: \$4,650.00

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893

Address: 1542 ADAMS, MUSKEGON, MI 49442

Parcel #: 61-24-613-000-0893-00

Price: \$4,650.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH 1/2 LOTS 8 & 9 BLOCK 8

Address: 320 WOOD, MUSKEGON, MI 49442

Parcel #: 61-24-205-008-0008-10

Price: \$3,000.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLOCK 8

Address: 346 WOOD, MUSKEGON, MI 49442

Parcel #: 61-24-205-008-0010-00

Price: \$3,000.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLOCK 140

Address: 425 OCTAVIUS, MUSKEGON, MI 49442

Parcel #: 61-24-205-140-0014-00

Price: \$3,000.00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 CITY OF MUSKEGON LOT 5 BLOCK 13 AND WEST 1/2 OF VACATED 16.5 FEET ALLEY ADJACENT THERETO (VACATED ALLEY CITY RES #99-87)

Address: 436 CHARLES, MUSKEGON, MI 49441

Parcel #: 61-24-205-013-0005-00

Price: \$3,000.00

Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W W 50 FT OF N 132 FT OF S 297 FT NE 1/4 SW 1/4 SW 1/4

Address: 907 ORCHARD, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0062-00

Price: \$3,000.00

Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W E 66 FT OF W 544 1/2 FT OF N 165 FT OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N 33 FT FOR ST

Address: 877 AMITY, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0116-00

Price: \$3,000.00

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Brunswick Sewer Repair							
Submitted by: Joe Buthker, DPW Superintendent	Department: Public Works							
Brief Summary: Staff is requesting authorization to accept the proposal from Terra Contractors to repair the sewer lateral at Brunswick on Laketon Ave.								
Detailed Summary & Background: City staff were recently called to address a problem with the sewer service at Brunswick on Laketon Ave. An investigation of the sewer lateral revealed a blockage and indicated additional damage that would need to be repaired. The repair would be complicated by the depth and location of the sewer main. Since the sewer main was located underneath the middle of Laketon Avenue, a complete closure of the roadway was required to safely excavate to the main. In order to minimize the time that Laketon Avenue was completely closed, and to safely and efficiently excavate to the depths required for this project, staff recommended bringing in a contractor to complete the repair. Staff solicited bids from three contractors. Terra Contractors provided the lowest bid and was selected to complete this repair. This work was authorized by the City Manager on September 6, 2024 under the Emergency Procurement provision of the Purchasing Policy. The Director of Public Works informed the City Commission of this work at the September 10, 2024 meeting. This work has now been completed and staff seeks retroactive approval. Staff anticipates this cost will be borne by the owner of the Brunswick facility based on their ownership of the lateral as detailed in the City ordinance.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Sustainability in financial practices and infrastructure Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure								
Amount Requested: \$91,185.00	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s): Sewer Fund (590-559)	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Recommended Motion:								

I move to authorize staff to sign the proposal with Terra Contractors to repair the Brunswick sewer lateral for \$91,185.00.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

TERRA CONTRACTORS, LLC

856 Pulaski Ave
MUSKEGON, MI 49441

Invoice

Date	Invoice #
9/27/2024	1994

Bill To
City of Muskegon 933 Terrace St Muskegon MI 49443

P.O. No.	Terms	Project
	Due on receipt	Laketon

Quantity	Description	Rate	Amount
	Laketon Ave Brunswick Repair		
	Base Bid: Mob, Traffic, Removals •Mobilize equipment and crews. •Road closure and detour. •Remove 30'x36' section of Laketon. We will work with the city on sawcutting.	21,000.00	21,000.00
	Sanitary system •Install 8" SDR 35 pipe from the main to the sidewalk. •We will plug the existing broken lateral. City will be responsible for handling the back up and pumping. •Connect line to existing 27" clay sewer pipe. Integrity of the existing line is unknown. We are not responsible for inadvertent damage.	30,000.00	30,000.00
	Site grading •Backfill hole with native material and material stockpiled on Temple. No imports are assumed to be needed. •Place and compact 5" agg under concrete area. •Grade for sidewalk and pour. •Grade for Laketon and pour. 10" thick concrete. Dowel into existing. •City is to restore irrigation, topsoil and seed.	17,000.00	17,000.00
	Additional work: Remove and plug unknown 8" steel gas line under the south lane of Laketon. DTE verified the line was no longer in use. 3 hours crew work.	900.00	900.00
		Total	
		Payments/Credits	
		Balance Due	

Phone #	Fax #
231.755.4450	231.755.4457

TERRA CONTRACTORS, LLC

856 Pulaski Ave
MUSKEGON, MI 49441

Invoice

Date	Invoice #
9/27/2024	1994

Bill To
City of Muskegon 933 Terrace St Muskegon MI 49443

P.O. No.	Terms	Project
	Due on receipt	Laketon

Quantity	Description	Rate	Amount
	25 CY sand import and placement to fill sinkhole void under Laketon	400.00	400.00
	Bypass sewer flow.	3,850.00	3,850.00
	Line existing sewer lateral.	17,000.00	17,000.00
	Further excavate trench to the south to remove additional 2 sections of clay lateral and replace with SDR. 2 hours for the crew and materials.	1,035.00	1,035.00
		Total	\$91,185.00
Finance charge of 1-1/2% per month (annual percentage rate of 18%) is charged on all past due accounts.		Payments/Credits	\$0.00
		Balance Due	\$91,185.00

Phone #	Fax #
231.755.4450	231.755.4457

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Concur with CRC Recommendations to Accept Resignations and Make Appointment															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To concur with the Community Relations Committee recommendation to accept the resignation of Derek Edlund from the Lakeside Business Improvement District and to accept the resignation of Jonathan Witmer from the Zoning Board of Appeals and to appoint Jordan Hite as a resident.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																
Amount Requested:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: To accept the resignation of Derek Edlund from the Lakeside Business Improvement District and to accept the resignation of Jonathan Witmer from the Zoning Board of Appeals and to appoint Jordan Hite as a resident.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: FY25 Drinking Water State Revolving Fund (DWSRF) Engineering Services
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works
Brief Summary: Staff requests authorization to enter into two contracts with Prein & Newhof in the total amount of \$1,113,600 for design and construction engineering services related to the FY25 Drinking Water State Revolving Fund (DWSRF) program, associated projects and service line replacements.	
Detailed Summary & Background: The City is again fortunate to have been offered loans, grants and principal forgiveness through the FY25 Drinking Water Revolving Fund (DWRP) program through the State of Michigan Department of Environment, Great Lakes & Energy (EGLE). Specifically, the City has been offered a combination of grants and principal forgiveness totaling 20% funding, with the remaining 80% eligible for a 20- or 30-year loan at a 2% interest rate which is well below market. Due to scoring requirements, several projects were included in the City's application and must be completed under the program in order to take advantage of the principle forgiveness (which is specifically associated with the lead service line replacement work). The overall budget for the projects is \$15,591,000. \$13,985,000 is for water mains, lead service lines and other work eligible for and included in the DWSRF program (the remainder will be paid from sewer and road funds on hand). Specifically, the program includes: • \$10,000,000 for lead service line replacements, including \$2,797,000 in principle forgiveness • \$392,000 for looping projects at Yuba and Wood and at Wildwood Lane and Dowd • \$488,000 for recoating the interior of the Marshall Street Elevated Storage Tank (water tower) • \$3,105,000 for the replacement of water main and lead service lines in Catherine Avenue from Irwin to Wood • \$1,606,000 of ineligible costs for the Catherine Avenue project to be paid for with local street and sewer funds on hand Depending on bid prices, it is anticipated the FY25 program will replace up to 1,400 lead service lines. The debt service fee the DWSRF-eligible portion of the program is expected to add to the water bill is estimated at \$3.45 per month for a residential account, and would begin impacting customer's bills in FY27 or FY28. Portions of the engineering work required for these projects are included in the 24/25 budget and should they move forward, the projects will continue to have allocations included in the 25/26 and 26/27 fiscal year budgets. The engineering costs are eligible for the principle forgiveness and bond at the same cost split as the construction work. A qualifications-based process was used in 2019 that shortlisted Prein & Newhof along with two other firms to provide engineering services for these projects. Staff solicited proposals from Prein & Newhof which totaled \$1,113,600, split into one contract for the lead service line replacements and a second	

contract for the remainder of the projects. The staff has reviewed the proposals and feels Prein & Newhof are best suited to handle these projects based on their experience and their intimate familiarity with our water system, the DWSRF program, and their history of exemplary performance on similar projects over the past several years.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Decrease infrastructure burden on residents, Sustainability in financial practices and infrastructure

Goal/Action Item:

2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices

Amount Requested:

Grants, Bonds and Funds on Hand totaling \$1,113,600

Budgeted Item:

Yes	X	No		N/A		
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Fund(s) or Account(s):

203, 590 and 591

Budget Amendment Needed:

Yes		No	X	N/A		
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Recommended Motion:

Authorize staff to enter into two contracts with Prein & Newhof in the total amount of \$1,113,600 for design and construction engineering services related to the FY25 Drinking Water State Revolving Fund (DWSRF) program, associated projects and service line replacements.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No



Attachment #1 - Fiscal Year 2025 DWSRF Project Priority List - DRAFT

Project Number	Applicant	Project Scope	Project County	Total Priority Points	Population Served by Project	Total Loan Amount Requested	Cost per Population	Emerging Contaminant Costs	BIL LSLR Eligible Costs	Non BIL LSLR Eligible Costs	Overburdened Determination	DWSRF Loan	DWSRF PF	BIL Emerging Contaminant PF	BIL DWSRF Supplemental Loan	BIL DWSRF Supplemental PF	BIL DWSRF LSLR Loan	BIL DWSRF LSLR PF	State LSLR + WM Grant	Total PF/Grant*
7751-01	City of Muskegon Heights	WTP, LSLR, WM and Valve Rep	Muskegon	100	9,917	\$ 16,420,000	\$1,655.74		\$ 7,950,000	\$ -	Significantly Overburdened	\$ 5,797,500				\$ 2,672,500	\$ 4,054,500	\$ 3,895,500		\$ 6,568,000
7710-01	City of Battle Creek	LSLR, WM, and Well Improvements	Calhoun	95	52,000	\$ 24,575,000	\$472.60		\$ 2,600,000	\$ -	Overburdened	\$ 18,334,000				\$ 3,641,000	\$ 1,326,000	\$ 1,274,000		\$ 4,915,000
7866-01	City of Kalamazoo	PFAS Treatment, LSLR, and WM Rep	Kalamazoo	95	200,247	\$ 110,265,000	\$550.64	\$ 97,264,000	\$ 5,890,000	\$ 7,110,000	Overburdened	\$ 90,265,000		\$ 20,000,000						\$ 20,000,000
7729-01	YCUA (city only)	LSLR, WM Rep, Looping, Meters	Washtenaw	90	22,926	\$ 3,030,000	\$132.16		\$ 124,000	\$ -	Overburdened	\$ 2,360,760				\$ 545,240	\$ 63,240	\$ 60,760		\$ 606,000
7717-01	City of Muskegon	LSLR, WM Rep and Looping	Muskegon	90	38,300	\$ 13,985,000	\$365.14		\$ 10,710,000	\$ -	Overburdened	\$ 9,761,530				\$ -	\$ 1,426,470	\$ 2,797,000		\$ 2,797,000
7884-01	City of Dowagiac	New WTP, LSLR, WM Rep, Looping	Cass	90	5,943	\$ 14,285,000	\$2,403.67		\$ 2,000,000	\$ -	Overburdened	\$ 10,408,000				\$ 1,877,000	\$ 1,020,000	\$ 980,000		\$ 2,857,000
7777-01	City of Hartford	LSLR, WM Rep, Looping, Meters, SCADA	Van Buren	90	2,080	\$ 11,760,000	\$5,653.85		\$ 4,488,000	\$ -	Overburdened	\$ 4,767,120				\$ 2,504,880	\$ 2,288,880	\$ 2,199,120		\$ 4,704,000
7869-01	City of Iron Mountain	LSLR, WM, and Looping	Dickinson	90	1,500	\$ 13,300,000	\$8,866.67		\$ 4,600,000	\$ -	Overburdened	\$ 8,294,000				\$ 406,000	\$ 2,346,000	\$ 2,254,000		\$ 2,660,000
7626-01	City of Harbor Beach	LSLR, WTP Storage, TM and WM Rep	Huron	90	1,604	\$ 15,000,000	\$9,351.62		\$ 375,000	\$ -	Overburdened	\$ 11,808,750				\$ 2,816,250	\$ 191,250	\$ 183,750		\$ 3,000,000
7870-01	City of Saginaw (City)	LSLR, WM Rep	Saginaw	90	940	\$ 18,800,000	\$20,000.00		\$ 2,300,000	\$ -	Significantly Overburdened	\$ 10,107,000				\$ 6,393,000	\$ 1,173,000	\$ 1,127,000		\$ 7,520,000
7872-01	City of St. Louis	LSLR, WM and Valve Rep, Looping	Gratiot	90	333	\$ 13,340,000	\$40,060.06		\$ -	\$ 180,000	Significantly Overburdened	\$ 8,004,000				\$ 5,156,000	\$ -	\$ -	\$ 180,000	\$ 5,336,000
7880-01	City of Owosso	LSLR, WTP and Well Improvements	Shiawassee	85	26,658	\$ 11,620,000	\$435.89		\$ 900,000	\$ -	Overburdened	\$ 8,837,000				\$ 1,424,000	\$ 459,000	\$ 441,000	\$ 459,000	\$ 2,324,000
7768-01	Mt. Pleasant	WTP Improvements and LSLR	Isabella	85	26,007	\$ 13,100,000	\$503.71		\$ 47,500	\$ 282,500	Overburdened	\$ 10,480,000	\$ 2,287,000						\$ 333,000	\$ 2,620,000
7681-01	City of Bay City	LSLR, WM, and Looping	Bay	85	33,644	\$ 27,425,000	\$815.15		\$ 26,345,580	\$ 327,980	Overburdened	\$ 16,840,000	\$ 585,000				\$ 5,100,000	\$ 4,900,000		\$ 5,485,000
7771-01	City of Sault Ste. Marie	LSLR, MW Rep, Looping, Intake Protection	Chippewa	85	13,410	\$ 16,885,000	\$1,259.13		\$ -	\$ 1,254,774	Overburdened	\$ 13,508,000	\$ 2,128,000						\$ 1,249,000	\$ 3,377,000
7779-01	City of Galesburg	WM Rep, System Improvements	Kalamazoo	85	2,377	\$ 3,260,000	\$1,371.48		\$ -	\$ -	Overburdened	\$ 2,608,000				\$ 652,000				\$ 652,000
7680-01	City of Hart	LSLR, WM Rep, Well System Improvements	Oceana	85	2,063	\$ 3,655,000	\$1,771.69		\$ 1,421,000	\$ -	Overburdened	\$ 2,199,290					\$ 724,710	\$ 696,290	\$ 34,710	\$ 731,000
7887-01	GLWA/DWSD	LSLR, WM Rep	Wayne	85	13,495	\$ 25,670,000	\$1,902.19		\$ 7,280,810	\$ 380,000	Significantly Overburdened	\$ -			\$ 11,956,787	\$ 6,052,403	\$ 3,713,213	\$ 3,567,597	\$ 380,000	\$ 10,000,000
7888-01	GLWA/DWSD	LSLR, WM Rep	Wayne	85	12,403	\$ 25,540,000	\$2,059.18		\$ 6,881,981	\$ 360,000	Significantly Overburdened	\$ 9,036,302			\$ 2,993,888	\$ 2,571,767	\$ 3,509,810	\$ 3,372,171	\$ 4,056,062	\$ 10,000,000
7893-01	City of Hazel Park	LSLR, WM Rep, Looping	Oakland	85	4,913	\$ 13,650,000	\$2,778.34		\$ 2,401,271	\$ 9,066,729	Overburdened	\$ 9,695,352					\$ 1,224,648	\$ 1,176,623	\$ 1,553,377	\$ 2,730,000
7867-01	City of Grand Rapids (City)	LSLR, WM Rep	Kent	85	6,376	\$ 20,340,000	\$3,190.09		\$ 8,000,000	\$ -	Overburdened	\$ -			\$ 12,192,000		\$ 4,080,000	\$ 3,920,000	\$ 148,000	\$ 4,068,000
7863-01	Oakland County (Pontiac)	LSLR, WM Rep	Oakland	85	5,278	\$ 19,080,000	\$3,615.01		\$ 5,438,600	\$ -	Overburdened	\$ 652,435			\$ 11,837,879		\$ 2,773,686	\$ 2,664,914	\$ 1,151,086	\$ 3,816,000
7659-01	Redford	LSLR, WM Rep, Looping	Wayne	85	3,700	\$ 13,755,000	\$3,717.57		\$ 2,000,000	\$ -	Overburdened	\$ 9,984,000					\$ 1,020,000	\$ 980,000	\$ 1,771,000	\$ 2,751,000
7544-01	City of St. Ignace	LSLR, WTP and WR Improvements	Mackinac	85	2,987	\$ 14,000,000	\$4,686.98		\$ 230,000	\$ -	Overburdened	\$ 11,082,700					\$ 117,300	\$ 112,700	\$ 2,687,300	\$ 2,800,000
7845-01	City of Brown City	LSLR, WTP Filters, Meters, Looping	Lapeer	85	1,300	\$ 7,415,000	\$5,703.85		\$ -	\$ 800,000	Overburdened	\$ 5,932,000							\$ 1,483,000	\$ 1,483,000
7520-01	City of Eaton Rapids	LSLR, WTP filters, WM Rep	Eaton	85	5,340	\$ 33,810,000	\$6,331.46		\$ -	\$ 3,250,000	Overburdened								\$ 6,762,000	\$ 6,762,000
7873-01	Village of Farwell	LSLR, WM Rep, Meters, WT Improvements	Clare	85	880	\$ 5,830,000	\$6,625.00		\$ -	\$ 48,000	Significantly Overburdened	\$ -							\$ 2,332,000	\$ 2,332,000
7808-01	City of Evart	LSLR, WM Rep, Well and Tank Improvements	Osceola	85	1,742	\$ 12,675,000	\$7,276.12		\$ 3,509,000	\$ -	Significantly Overburdened	\$ -					\$ 3,509,000	\$ -	\$ 5,070,000	\$ 5,070,000
7827-01	City of Gaastra	LSLR, WTP, SCADA, PS, Improvements	Iron	85	312	\$ 2,500,000	\$8,012.82		\$ 220,000	\$ 55,000	Significantly Overburdened	\$ -					\$ 220,000		\$ 1,000,000	\$ 1,000,000
7878-01	City of Lincoln Park	LSLR and WM Improvements	Wayne	85	1,386	\$ 11,520,000	\$8,311.69		\$ 2,292,600	\$ 1,710,228	Significantly Overburdened	\$ -					\$ 2,292,600		\$ 4,608,000	\$ 4,608,000
7892-01	City of Ecorse	LSLR, WM Rep and Upsizing	Wayne	85	1,205	\$ 14,470,000	\$12,008.30		\$ 6,000,000	\$ -	Significantly Overburdened	\$ -					\$ 212,000	\$ 5,788,000		\$ 5,788,000
7881-01	City of Escanaba	LSLR, WM Rep	Delta	85	2,799	\$ 35,000,000	\$12,504.47		\$ 26,500,000	\$ -	Overburdened									
7819-01	Village of Clifford	LSLR, WTP and Storage System Improvements	Lapeer	85	324	\$ 6,500,000	\$20,061.73		\$ -	\$ 60,000	Overburdened									
7879-01	City of Hamtramck	LSLR and WM Rep	Wayne	85	677	\$ 18,600,000	\$27,474.15		\$ 5,604,000	\$ -	Significantly Overburdened									
7805-01	Village of Kaleva	LSLR, WM and Storage System Improvements	Manistee	85	507	\$ 13,930,000	\$27,475.35		\$ 3,272,000	\$ -	Significantly Overburdened									
7876-01	City of Kingsford	LSLR, WM Rep and Looping	Dickinson	85	382	\$ 12,560,000	\$32,879.58		\$ 1,992,000	\$ -	Overburdened									
7883-01	City of Ithaca	LSLR, WM Rep and Looping	Gratiot	85	50	\$ 2,245,000	\$44,900.00		\$ 104,000	\$ 34,000	Overburdened									
7833-01	Lansing BWL	WTP, Wells, and MW Improvements	Ingham	80	274,286	\$ 23,235,000	\$84.71		\$ -	\$ -	Overburdened									
7790-01	City of Imlay City	LSLR and WM Improvements	Lapeer	80	3,703	\$ 9,440,000	\$2,549.28		\$ 3,594,000	\$ -	Overburdened									
7896-01	City of Melvindale	LSLR, WM Rep Upsizing and Looping	Wayne	80	1,770	\$ 7,335,000	\$4,144.07		\$ 2,640,000	\$ 360,000	Significantly Overburdened									
7894-01	City of Garden City	LSLR, WM Rep and Upsizing	Wayne	80	1,103	\$ 6,135,000	\$5,562.10		\$ 360,000	\$ 240,000	Overburdened									

September 26, 2024

Mr. Dan VanderHeide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

Re: Proposal for Professional Engineering Services for Drinking State Water Revolving Fund (DWSRF) 2025 Implementation for Lead Service Line Replacements

Dear Mr. VanderHeide:

We are submitting this proposal to provide professional engineering services to assist you with the FY 2025 Lead Service Line replacement project. This project will be funded through the DWSRF loan and grant you will be receiving through the Michigan Department of Environmental, Great Lakes, and Energy (EGLE). The City will be receiving a total of \$10,000,000 loan for lead service line replacement, which includes approximately 20% principal forgiveness when combined with the other projects under the FY 2025 DWSRF.

It is our understanding that the funding will be used to replace approximately 870 to 1,400 lead/galvanized water services. We have developed the following scope of services to assist you with engineering design, bidding and construction phase services for this work. We assume that the construction will be completed over a three-year period to provide optimal contractor availability, flexibility and the best pricing opportunities. Our fee is based on 1,400 services being replaced.

Design Phase

- Develop priority list for lead service line replacements in conjunction with City staff
- Prepare maps showing replacement areas
- Review locations in the field with City staff, if needed
- Prepare/update project technical specifications including specific DWRF requirements
- Prepare bidding and contract documents needed to meet City of Muskegon and EGLE/DWRF requirements
- Complete environmental and SHPO review as required by EGLE
- Review draft documents with EGLE staff and prepare final documents based on comments from EGLE
- Assist City with communication with residents
- Assist City with Part I, II and III DWRF Application forms

Bidding Assistance

- Assist with advertising project to potential bidders
- Answer questions during bidding and issue addenda if needed
- Attend pre-bid meeting and prepare minutes
- Review and tabulate bids

- Review contractor references, if needed
- Provide Notice of Award documentation to City and EGLE for project award
- Assist with finalizing and distributing signed contracts
- Prepare Notice to Proceed

Construction Phase

- Schedule and attend preconstruction meeting and prepare minutes
- Track and review submittals
- Assist with resident communications
- Provide construction observation services – We have assumed up to 1750 hours of field observation, 25 hours per week over 70 weeks.
- Schedule and attend periodic progress meetings (up to 3 per year) and prepare minutes for each
- Project administration - Respond to RFIs, prepare payment applications and change orders – assumes 5 hours per week during the construction period noted above
- Assist with DWRF administration submittals
- Prepare punch lists and close out documents
- Complete service record drawings and update City GIS and LSL inventory following completion of project.

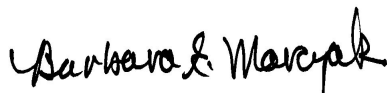
Fee

Based on the scope of work and assumptions described above, we propose to complete the work for a not to exceed cost of \$461,400. Our hourly rates are adjusted each January. We propose to work on a time and expense basis. If the contractor does work in a shorter time than assumed, then our assumed hours will be less. Once the construction contracts are awarded and a construction schedule is provided, we will review the hours allocated for the construction phase services with you to determine whether adjustments need to be made.

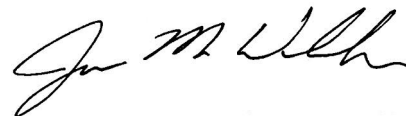
If this proposal is acceptable to you, please sign and return the enclosed Professional Services Agreement. We look forward to working with you and your staff on this project. Should you have any questions, please contact us.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.



Jason M. Washler, P.E.

Enclosures: Estimated work effort/fee
Professional Services Agreement

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 8th day of October, 2024 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and City of Muskegon (“Client”), of 933 Terrace Street, Muskegon, MI 49443.

WHEREAS Client intends to:

Implement Lead Service Line Replacement under the FY25 Drinking Water Revolving Loan Fund. Approximately 870.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Dan Vander Heide, P.E.
Title: Director of Public Works
Phone Number: 231-724-4100
Facsimile Number: 231-722-4188
E-Mail Address: dan.vanderheide@shorelinecity.com

Name: Barbara Marczak, P.E.
Title: Team Leader
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail Address: bmarczak@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- ☐ P&N Standard Terms and Conditions for Professional Services
- ☒ P&N Proposal dated September 26, 2024
- ☒ P&N Standard Rate Schedule
- ☐ P&N Supplemental Terms and Conditions
- ☒ Other: P&N Modified Standard Terms and Conditions for Professional Services (Limitation of Liability)

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

3355 Evergreen Drive, NE Grand Rapids, MI 49525 t.616-364-8491 f. 616-364-6955 www.preinnewhof.com

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☒ P&N Scope of Services per Proposal dated September 26, 2024
- ☐ Scope of Services defined as follows:

NA

ARTICLE 4 – COMPENSATION:

- ☐ Lump Sum for Services Described in Article 3 above - \$.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- ☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- ☒ Other: Hourly rates and expenses as described in the September 26, 2024 proposal.
Maximum not to exceed \$464,400 without City of Muskegon authorization.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Prein&Newhof, Inc.

By: Jason Washler
Printed Name: Jason Washler, P.E.
Title: Vice President
Date: _____

Digitally signed by Jason Washler
DN: c=US,
e=jwashler@preinnewhof.com,
ou=Prein&Newhof, CN=Jason
Washler
Date: 2024.09.27 10:07:15-04'00'

Accepted for:

City of Muskegon

By: _____
Printed Name: Dan Vander Heide, P.E.
Title: Director of Public Works
Date: _____

Professional Hours Worksheet
City of Muskegon DWRF - FY 25 Lead Service
Line Replacements

Staff Member	Sen. PM II	PM	Sen Eng II	Eng II	Sen Eng	CADD/GIS	Tech IV	Office Tech	Expense		Mileage	Total Cost
Design												
Kick-off Meeting	3	3	3						Rare Species and SHPO	\$5,000	20	\$1,500
Environmental Review			10	10								\$8,400
Water Service Research		5	20	10		10						\$6,700
Lead Service Line Priority List	2	20	40	20		10		5				\$14,400
Lead Service Specifications	4	5		10					Prints	\$500	20	\$2,900
Review Meeting (1)	2	2	4									\$1,300
Bidding Documents	5	2	10	10								\$4,700
Cost Estimates	1	5	5	20								\$4,500
QA/QC	2	2										\$700
Part I, II, and III DWRF Applications	30	4										\$6,500
Design Subtotals	49	48	92	80	0	20	0	5		\$5,500	40	\$51,600
Bid, Award, and Contract Phase												
Advertise and Issue Bid Package		2						1	Prints	\$300	20	\$400
Prebid Meeting/Minutes/Bidder Questions	2	2	5									\$1,500
Addenda		1	4					1				\$900
Attend Bid Opening	2	2										\$700
Review Bids/Recommend Award	2	2	4					2				\$1,500
Notice to Proceed / Contract Documents			2					2				\$800
Bid, Award, and Contract Phase Subtotals	6	9	15	0	0	0	0	6		\$300	20	\$5,800
Construction Engineering Services												
Preconstruction Meetings and Minutes	2	4			4				Prints/Misc	\$700	3,000	\$1,700
Track and Review Submittals		10			20							\$4,500
LSL Observation Year (44 weeks @ 25 hr/week)							1750					\$202,400
Project Administration/DWRF Assistance (30 months)	60	160			200							\$66,500
Respond to RFIs		20			20							\$6,100
Change Orders (4)		16			60							\$11,200
Pay Apps (10)		20			40				\$9,000			
Progress Meetings/Minutes (assume 10)	10	20			40				100			\$11,000
Punch List Visits/Follow up (5)		6			20		20					\$6,200
Record Plans/GIS update/Closeout	2	30	50		10	80	40					\$30,400
Rate Adjustment over 3 years												\$55,000
Construction Engineering Subtotals	74	286	50	0	414	80	1810	0		\$700	3,210	\$404,000
Project Grand Total	129	343	157	80	414	100	1,810	11	0	6,500	3,270	\$461,400

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
 3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, ~~or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less.~~ Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Proposed fees include a three percent (3%) per year cost of living adjustment. Should CPI increase by more than 3% in a year, Engineer reserves the right to adjust fees at the beginning of the following year by the amount of the prior year CPI increase.

September 26, 2024

Mr. Dan VanderHeide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

Re: Proposal for Professional Engineering Services for FY 25 DWRf Implementation

Dear Mr. VanderHeide:

We appreciate this opportunity to provide a proposal for professional engineering services to assist you with your DWRf projects for Fiscal Year 2025. This is a continuation of services for projects outlined in your 2024 Project Plan Amendment for Water system improvements.

The specific projects covered under this proposal include the following:

- Yuba – Loop between Yuba and Wood
- Wildwood Ln Ct – Loop between Wildwood Ln Ct and Dowd
- Catherine Avenue – Irwin Ave. to Wood St.
- Marshall Elevated Storage Tank – Wet Interior Recoating

A separate proposal is being provided for the water service replacement project. This will allow you to track the costs separately. The above projects and the Lead Service Line Replacements represent a total of \$13,985,000, which is what the City of Muskegon applied for through the program. Approximately \$10,700,00 of this is for Lead Service Line Replacements. The City will also be receiving \$2,797,000 in principal forgiveness related to the water service replacement portion of the projects. The total estimated project cost is \$15,591,000, which includes ineligible costs associated with sanitary sewer and road replacement on Catherine Avenue.

We have reviewed the projects and have developed the following scope of services based on the project descriptions in the DWRf Project Plan. We assume that the City will follow the 4th quarter funding schedule, which requires project documents to be completed and ready for bidding by spring 2025. Construction will occur through the 2026 construction season.

Preliminary Design

- Gather and review record plans, private utility information and any available records pertinent to the proposed project areas;
- Complete topographic survey of all projects;
- Complete approximately one soil boring per 500 feet of project length;
- Complete environmental and historical (SHPO) reviews;

Design and Bidding Phase

- Complete design of proposed sanitary sewer, water main, service laterals, water services and road reconstruction as detailed in the DWRf Project Plans;

- Assist City in tracking and developing easement documents for replacement of water services on private property;
- Attend three design review meetings;
- Prepare and submit permit applications (City to pay any permit fees);
- Prepare opinion of probable cost based on final design;
- Prepare Alternative Justifiable Expense (AJE);
- Prepare project specifications including specific DWRF requirements;
- Assist City with preparing bidding packages (assumes 3 contracts) and contract documents;
- Assist City with advertising for bids, provide responses to questions, prepare addenda;
- Attend pre-bid meeting and prepare minutes;
- Review bids, prepare bid tabulations, and provide recommendations;
- Assist City with Parts I, II, and III DWRF forms and administration;
- Prepare Notice of Award and Notice to Proceed; and
- Assist City with preparing final contracts for signing by Contractor

Construction Phase

- Schedule and attend preconstruction meetings and prepare minutes;
- Track and review shop drawings;
- Provide construction staking;
- Provide testing (soil density, gravel, asphalt, and concrete, etc.);
- Provide construction observation for all utility work of the Yuba St. and Wildwood Ln Ct Loop assuming a combined contract and 4 weeks of construction, (160 hours);
- Provide construction observation for all utility work and reconstruction of Catherine Avenue assuming 21 weeks of construction, this will require two Construction Observers at certain times (1,385 hours);
- Provide construction observation for the work at the Marshall Tank, services will be performed by Dixon;
- Schedule and attend monthly progress meetings for each contract as needed, and prepare minutes for each;
- Respond to RFIs, prepare payment applications and change orders;
- Assist with DWRF administration;
- Prepare punch lists and close out documents; and
- Complete record plans and property iron replacement following completion.

Fee

Based on the scope of work described above, we propose to complete the work for a not to exceed cost of \$652,200. Our estimated time/work level of effort is attached. Our hourly rates are adjusted each January. Given the current labor and inflation climate, we have included an increase of 5% in hourly rates in 2025 and 2026.

Please note that there are still some uncertainties in the projects that may not have been accounted for. Once the construction contracts are awarded and construction schedules are provided, we will review the

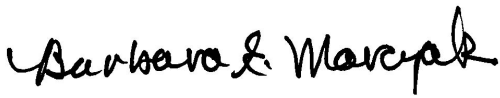
Mr. Dan VanderHeide
September 26, 2023
Page 3

hours allocated for the construction phase services with you to determine whether adjustments need to be made.

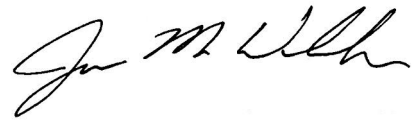
If this proposal is acceptable to you, please sign and return the enclosed Professional Services Agreement. We look forward to working with you and your staff on this project. Should you have any questions, please contact us.

Sincerely,

Prein&Newhof



Barbara E. Marczak, P.E.



Jason Washler, P.E.

Enclosures: Estimated work effort/fee
 Professional Services Agreement

Project No.

Professional Services Agreement

This Professional Services Agreement is made this 8th day of October, 2024 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and City of Muskegon (“Client”), of 933 Terrace Street, Muskegon, MI 49443.

WHEREAS Client intends to:

Implement FY 2025 projects defined in the City of Muskegon’s FY 2024 Amended DWRP Project Plan including Catherine (Irwin to Wood), Yuba Street Loop, Wildwood Ln Ct Loop, and Marshall Tank wet interior recoating.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Dan Vander Heide, P.E.
Title: Director of Public Works
Phone Number: 231-724-4100
Facsimile Number: 231-722-4188
E-Mail Address: dan.vanderheide@shorelinecity.com

Name: Barbara Marczak, P.E.
Title: Team Leader
Phone Number: 231-798-0101
Facsimile Number: 231-798-0337
E-Mail Address: bmarczak@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- ☐ P&N Standard Terms and Conditions for Professional Services
- ☒ P&N Proposal dated September 26, 2024
- ☒ P&N Standard Rate Schedule
- ☐ P&N Supplemental Terms and Conditions
- ☒ Other: P&N Modified Standard Terms and Conditions for Professional Services (Limitation of Liability)

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- ☒ P&N Scope of Services per Proposal dated September 26, 2024
- ☐ Scope of Services defined as follows:

NA

ARTICLE 4 – COMPENSATION:

- ☐ Lump Sum for Services Described in Article 3 above - \$.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- ☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- ☒ Other: Hourly rates and expenses as described in the September 26, 2024 proposal.
Maximum not to exceed \$652,200 without City of Muskegon authorization.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Muskegon

By: Jason Washler
Digitally signed by Jason Washler
DN: C=US,
E=jwashler@preinnewhof.com,
OU=Prein&Newhof, CN=Jason Washler
Date: 2024.09.27 10:06:27-04'00'

By: _____

Printed Name: Jason Washler, P.E.

Printed Name: Dan Vander Heide, P.E.

Title: Vice President

Title: Director of Public Works

Date: _____

Date: _____

Professional Hours Worksheet

City of Muskegon - DWRF 2025

Staff Member	Sen. PM II	Sen. PM II	Sen. PM	PM	Sen Eng II	Eng.	Sen Tech V	Tech IV	Tech III	Sen Eng	Geotech	Geotech PM	Survey	Office Tech	Expense		Mileage	Total Cost
Preliminary Design																		
Kickoff Meeting	4			4		6											35	\$2,200
Preliminary Engineering	4			15		35												\$7,600
Environmental Clearances	1			10		10									Fee	\$500.00		\$3,600
SHPO				8											Orbis	\$8,000		\$10,100
Soil Borings (Yuba)		1		1								6				\$1,875		\$3,400
Soil Borings (Wildwood Ct)		1		1								6				\$1,875		\$3,400
Soil Borings (Catherine)		1		1														\$6,600
Topo Survey (Yuba)				1										25				\$4,800
Topo Survey (Wildwood Ct)				1									25					\$4,800
Topo Survey (Catherine)				1									100					\$18,600
Financing	40			20														\$11,000
QA/QC	4		4	2	2													\$2,100
Review Meeting	4			4		4										\$500.00	35	\$2,500
Preliminary Subtotals	57	3	4	69	2	55	0	0	0	0	0	18	150	0		\$17,500	70	\$80,700

Design Yuba w/ Wildwood																		
Yuba Design	4			4		10	22											\$6,300
Yuba Staging, Phasing Design				1		1												\$300
SESC Permit Application				1		1								1		Printing	\$600	\$1,000
EGLE Water Permit Application				1		2								1				\$500
Specifications for Yuba				2		7								2			15	\$1,400
Meeting w/ Client (1)	2			1													35	\$600
Cost Estimate	1			2		4												\$1,000
QA/QC	4	4		2			4	2										\$2,800
2024 Rates Adjustment																		\$700
Design Wildwood Ct w/ Yuba																		
Easement				1			10											\$1,800
Wildwood Design	4			4		10	22											\$6,300
Wildwood Staging, Phasing Design				1		1												\$300
SESC Permit Application				1		1								1		Printing	\$600	\$1,000
EGLE Water Permit Application				1		2								1				\$500
Specifications for Wildwood				2		8								2			15	\$1,500
Meeting w/ Client (1)	2			1													35	\$600
Cost Estimate	1			2		4												\$1,000
QA/QC	10	5		2			4	2										\$4,100
2024 Rate Adjustment																		\$900
Design Catherine Separate Contract																		
Easements water services				1		5												\$800
Catherine Design	4			40	5	140	368											\$85,800
Catherin Staging, Phasing, MOT Design				5		2												\$1,100
SESC Permit Application				1		2								4		Printing	\$600	\$1,400
EGLE Water Permit Application				1		2								10				\$1,300
EGLE Sanitary Permit Application				1		2								10				\$1,300
Specifications for Catherine				10		20								20				\$5,900
Meeting w/ Client (1)	2			2		2											35	\$1,000
Cost Estimate	1			5		15												\$2,900
QA/QC	20	5		10	5	4	4	5										\$9,000
2024 Rate Adjustment																		\$5,500
Design Marshall Tank																		
Specifications and contract documents	4			10		5								2		Dixon	\$7,050	\$11,000
Meeting w/ Client (1)	3			1														\$800
EGLE Water Permit Application				1		2												\$400
Cost Estimate	2			3		2										Printing	\$600	\$1,800
QA/QC	4	8		2			4	2										\$3,500
2024 Rates Adjustment																		\$900
Design Subtotals	55	14	0	105	10	245	434	9	0	0	0	0	0	52		\$1,800	135	\$167,000

Professional Hours Worksheet

City of Muskegon - DWRF 2025

Staff Member	Sen. PM II	Sen. PM II	Sen. PM	PM	Sen Eng II	Eng.	Sen Tech V	Tech IV	Tech III	Sen Eng	Geotech	Geotech PM	Survey	Office Tech	Expense	Mileage	Total Cost
Bid, Award, and Contract Phase																	
Advertise and Issue Bid Package			5	2	4	15								30			\$6,400
Bidder Questions			5	30	5												\$6,600
Pre-bid Meeting	8			10												20	\$3,200
Addenda				20	2	15								5			\$5,900
Attend Bid				2												20	\$300
Review Bids/Recommend Award	4			15	5	15								8			\$6,600
Prepare Contracts-DWRF admin.	40			1		10								15	Printing	\$2,000.00	\$12,700
2024 Rates Inflation																	\$2,100
Bid, Award, and Contract Phase Subtotals	52	0	10	80	16	55	0	0	0	0	0	0	0	58		\$2,000	\$43,800

Construction Engineering Services																	
Yuba w/ Wildwood																	
Preconstruction Meeting and Minutes	2			2	3											20	\$1,200
Preconstruction Video									2							20	\$200
Construction Staking Yuba				1									10				\$2,000
Construction Staking Wildwood				1									10				\$2,000
Yuba CO (2 weeks, 10 days)				1		80										100	\$10,200
Wildwood CO (2 weeks, 10 days)				1		80										100	\$10,200
Project Administration				8	8												\$2,500
Respond to RFIs				1	2												\$500
Change Orders (1)				1	2												\$500
Pay Apps (2)				1	8												\$1,400
Progress Meetings (none)																	\$0
Punch List Visits (1)				1	2											30	\$500
Record Plans/Closeout				1	5		8										\$2,200
Iron Replacement (Included in survey)																	\$0
2025 Rate Adjustment																	\$3,400
Catherine																	
Preconstruction Meeting and Minutes	2			2		6										20	\$1,500
Preconstruction Video (2 hours)									2							70	\$300
Construction Staking Catherine													180				\$33,100
Catherine CO (21 weeks, 115 days)						21		120	1265						Misc. Test.	\$10,000	\$160,000
Project Administration	5			42		84											\$18,300
Respond to RFIs				4		10											\$1,900
Change Orders (3)				3		6											\$1,200
Pay Apps (7)				7		21											\$3,800
Progress Meetings (every two weeks)				11		11										100	\$3,200
Punch List Visits (3)				6		6			10							72	\$2,800
Record Plans/Closeout				5		10	56		20								\$13,300
Iron Replacement (Included in survey)																	\$0
2025 Rate Adjustment																	\$24,500
Marshall Tank																	
Preconstruction Meeting and Minutes	2			2		3										20	\$1,100
Construction Observation				5		5									Dixon	\$41,450.00	\$47,000
Project Administration	10			5		5											\$3,400
Respond to RFIs				1		2											\$400
Change Orders (2)				2		2											\$600
Pay Apps (2)				2		2											\$600
Progress Meetings (1)				2		2										30	\$600
Punch List Visits (1)				1		2										30	\$400
Record Plans/Closeout				1		1											\$300
2025 Rate Adjustment																	\$5,600
Construction Engineering Subtotals	9	0	0	99	30	335	64	120	1299	0	0	0	200	0		\$0	\$360,700
Project Grand Total	121	17	14	353	58	690	498	129	1,299	0	0	18	350	110		\$21,300	\$652,200

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, ~~or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less.~~ Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions.
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- W. Fee Escalation** - Proposed fees include a three percent (3%) per year cost of living adjustment. Should CPI increase by more than 3% in a year, Engineer reserves the right to adjust fees at the beginning of the following year by the amount of the prior year CPI increase.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

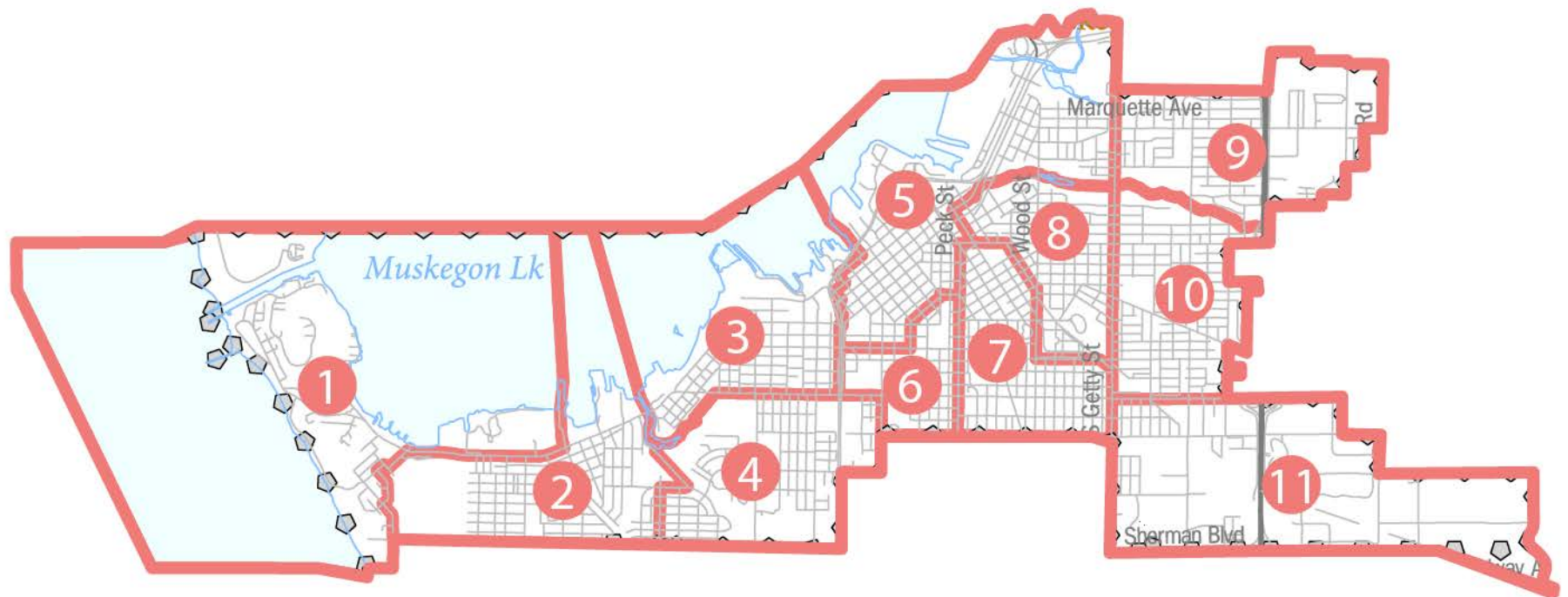
Commission Meeting Date: October 8, 2024	Title: Creation of a short-term rental ordinance							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance.								
Detailed Summary & Background: The ordinance uses an overlay district approach, splitting the city up into 11 different zones. These zones match the City of Muskegon census tracts. Census tract information was used to determine the number of housing units in each zone. Each zone would be allowed up to 4% of the housing units as short-term rentals. Areas within the Downtown Development Authority and Lakeside Business Improvement District/Corridor Improvement Authority boundaries would be exempt from the cap on the number of units. There would be no limit to the amount of short-term rentals in these areas. Please see the enclosed Short-Term Rental Chart that depicts the number of units and short-term rentals in each zone. At 4% of the units, Zone 1 would be over the limit by 39 short-term rentals. No new short-term rentals would be allowed in Zone 1 until the number of short-term rentals dropped below 34. The Planning Commission held a public hearing on this request at a special meeting on Thursday, September 26. The Planning Commission unanimously (5-0, with 4 members absent) voted to recommend approval of the short-term rental ordinance, with the following conditions: 1. Amend Section 1(c) - exemptions - to also include the Lakeside Corridor Improvement Authority along with the Lakeside Business Improvement District. 2. Remove Section 4 that would allow the transferring of licenses. These conditions have been reflected in the attached ordinance. The redline version depicts the changes that the Planning Commission have requested.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			

Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: I move to approve the request to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance as presented.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td style="text-align: center;">X</td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review	X		Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review	X															

Census Tract	Housing Units	STR's	Percentage of Units	Number of Additional STR's to get to 4%	Total STR's Allowed at 4%	Number of Additional STR's to get to 3%	Total STR's Allowed at 3%
1 (Beachwood/Bluffton)	861	73	8.4%	-39	34	-48	25
2 (Lakeside/West Glenside)	1724	61	3.5%	7	68	-10	51
3 (Nims)	1514	27	1.7%	33	60	18	45
4 (Campbell Field/East Glenside)	1758	5	0.002%	65	70	47	52
5 (Downtown/North Nelson/Jackson Hill)	1992	5	0.002%	74	79	54	59
6 (South Nelson)	643	0	0%	25	25	19	19
7 (Angell/Marsh Field)	2023	4	0.002%	76	80	56	60
8 (Angell)	1256	0	0%	50	50	37	37
9 (Marquette/East of 31)	2392	1	0.0004%	94	95	70	71
10 (Oakview/Sheldon Park/Oakview)	1939	1	0.0005%	76	77	57	58
11 (East Muskegon)	346	0	0%	13	13	10	10

DRAFT

Short-Term Rental Zones



Ordinance as recommended by Planning Commission:

Section 2314: Short-Term Rental Overlay District

A Short-Term Rental Overlay District is hereby created as outlined in Figure 23-3. Within said overlay district, a certain number of short-term rentals are licensed in each zone pursuant to City Code Sections 10-353 through 10-379. The zones were created using census tract information and will be periodically reviewed to ensure that this ordinance reflects the appropriate balance of short-term rentals among other use types.

1. Overlay District:

- a. Location: See Figure 23-3 for the location of the overlay district, which is separated into 11 different zones, each allowing their own maximum number of short-term rentals.
- b. Number of short-term rentals allowed per zone. A short-term rental must be located in a unit designated for residential use. The number of short-term rentals allowed in each zone is as follows:

Zone 1 – 34

Zone 2 – 68

Zone 3 – 60

Zone 4 – 70

Zone 5 – 79

Zone 6 – 25

Zone 7 – 80

Zone 8 – 50

Zone 9 – 95

Zone 10 – 77

Zone 11 – 13

- c. Exemptions: Properties located within the Downtown Development Authority, ~~and~~ Lakeside Business Improvement District, and Lakeside Corridor Improvement Authority boundaries are exempt from this ordinance. There are no maximum number of short-term rentals allowed within these areas.

2. Restrictions:

- a. Neighboring properties: No parcel within the City shall have more than two short-term rentals abut its property lines.

3. Issuance of licenses:

- a. All short-term rentals must be issued a short-term rental license to operate within the city.

- b. Upon adoption of this ordinance, all active short-term rental license holders in good standing with the city will be allowed to continue to operate their short-term rental as long as they continue to renew their short-term rental license.
- c. Remaining licenses. If any licenses are remaining in a zone, applications for short-term rental licenses will be taken on a first come, first serve basis.

4. ~~Transferring of licenses:~~

- a. ~~Any person purchasing a property that has an active short-term rental license will have the opportunity to apply for that particular license. The new applicant will have up to 30 days to apply with the Inspections Department for the short-term rental license at that particular address.~~

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2314 of the zoning ordinance to create a short-term rental ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2314: Short-Term Rental Overlay District

A Short-Term Rental Overlay District is hereby created as outlined in Figure 23-3. Within said overlay district, a certain number of short-term rentals are licensed in each zone pursuant to City Code Sections 10-353 through 10-379. The zones were created using census tract information and will be periodically reviewed to ensure that this ordinance reflects the appropriate balance of short-term rentals among other use types.

1. Overlay District:

- a. Location: See Figure 23-3 for the location of the overlay district, which is separated into 11 different zones, each allowing their own maximum number of short-term rentals.
- b. Number of short-term rentals allowed per zone. A short-term rental must be located in a unit designated for residential use. The number of short-term rentals allowed in each zone is as follows:

Zone 1 – 34
Zone 2 – 68
Zone 3 – 60
Zone 4 – 70
Zone 5 – 79
Zone 6 – 25
Zone 7 – 80
Zone 8 – 50
Zone 9 – 95
Zone 10 – 77
Zone 11 – 13

- c. Exemptions: Properties located within the Downtown Development Authority, ~~and~~ Lakeside Business Improvement District, ~~and Lakeside Corridor Improvement Authority~~ boundaries are exempt from this ordinance. There are no maximum number of short-term rentals allowed within these areas.

2. Restrictions:

- a. Neighboring properties: No parcel within the City shall have more than two short-term rentals abut its property lines.

3. Issuance of licenses:

- a. All short-term rentals must be issued a short-term rental license to operate within the city.

- b. Upon adoption of this ordinance, all active short-term rental license holders in good standing with the city will be allowed to continue to operate their short-term rental as long as they continue to renew their short-term rental license.
- c. Remining licenses. If any licenses are remaining in a zone, applications for short-term rental licenses will be taken on a first come, first serve basis.

~~4. Transferring of licenses:~~

- ~~a. Any person purchasing a property that has an active short-term rental license will have the opportunity to apply for that particular license. The new applicant will have up to 30 days to apply with the Inspections Department for the short-term rental license at that particular address.~~

This ordinance adopted:

Ayes: _____

Nayes: _____

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 8th day of October 2024, 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: _____, 2024.

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 October 8, 2024, the City Commission of the City of Muskegon adopted an ordinance to regulate short-term rentals.

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 _____, 2024.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: October 8, 2024	Title: Amendment to the zoning ordinance - definition of short-term rental							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: A definition for short-term rental in the zoning ordinance is necessary for the creation of a short-term rental ordinance.								
Detailed Summary & Background: Proposed definition: Short-Term Rental - A property in which a tenant is allowed to lease the dwelling unit, without a host, for periods of less than 28 days but more than 24 hours in return for remuneration. A rental in which the host resides on premises shall not be considered a short-term rental, but shall still register with the city. The Planning Commission unanimously (5-0, with 4 members absent) voted to recommend approval of the definition of short-term rental.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move to approve the request to amend Article II of the zoning ordinance to create a definition for short term rental as proposed.								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>X</td><td></td></tr></table>	Immediate Division Head	X		Guest(s) Invited / Presenting: No				
Immediate Division Head	X							

Information Technology			
Other Division Heads			
Communication			
Legal Review	X		

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Article II (Definitions) of the zoning ordinance to create a definition for short-term rental.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Short-Term Rental: A property in which a tenant is allowed to lease the dwelling unit, without a host, for periods of less than 28 days but more than 24 hours in return for remuneration. A rental in which the host resides on premises shall not be considered a short-term rental, but shall still register with the city.

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 8th day of October 2024, 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: _____, 2024.

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 October 8, 2024, the City Commission of the City of Muskegon adopted an ordinance to create a zoning ordinance definition for short-term rental.

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.

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CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

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