CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 23, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS, AWARDS, AND PRESENTATIONS:**
- **PUBLIC COMMENT ON AGENDA ITEMS:**
- **CONSENT AGENDA:**
  - **A. Approval of Minutes** City Clerk
  - **B. Alive on the Lakeshore Tax Appeal Legal Representation** Finance
  - **C. 1095 Third Street Purchase Agreement** Economic Development
  - **D. STOP Violence Against Women Grant** Public Safety
- **PUBLIC HEARINGS:**
- **UNFINISHED BUSINESS:**
- **NEW BUSINESS:**
  - **A. Amendment to the Zoning Ordinance – Minimum Housing Unit Sizes** Planning
  - **B. Planned Unit Development at 2033 & 2044 Lakeshore Drive** 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.
- ► (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

□ CLOSED SESSION:

□ ADJOURNMENT:

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

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 23, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the July 26, 2022 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 26, 2022 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, July 26, 2022, Vice Mayor, Willie German, Jr., opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

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

Absent: Commissioner Eric Hood

PUBLIC COMMENT ON AGENDA ITEMS: Public comments received.

2022-70 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the June 15, 2022 Special Meeting and the June 28, 2022 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. 2022 Justice Assistance Grant (JAG) Public Safety

SUMMARY OF REQUEST: Public Safety is seeking approval to enter into an MOU (Memorandum of Understanding) with the County of Muskegon and Muskegon Heights and to apply for the allocated 2022 JAG (Justice Assistance Grant) grant funds.

Public Safety is seeking approval to enter into an MOU with the County of Muskegon and Muskegon Heights and to apply for the allocated 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) program funds. This year's local JAG allocations to disparate jurisdictions in our county totals $41,661. The City of Muskegon will continue to act as the fiduciary and receive $22,790, the City of Muskegon Heights would be a subawardee and receive $18,871 and the County of Muskegon would not receive funding. The County will be reviewing the agreement for approval at their July meeting. There is no match requirement for this grant. Similar to past years, the City of Muskegon's portion of

this grant will be used for the prosecution of city ordinance cases dealing primarily with neighborhood issues.

STAFF RECOMMENDATION: To approve the 2022 JAG Program Award Memorandum of Understanding (MOU), authorize the Mayor to sign, and authorize staff to apply for the 2022 JAG grant funds.

C. <u>Uncollectible Accounts</u> Finance

SUMMARY OF REQUEST: Write off CMI- Site Assessment $22,195.21 and Hendrickson Brownfield load $18,554.93 as bad debt. The Hendrickson Brownfield is from March of 2017 and the CMI Assessment is from 2004.

STAFF RECOMMENDATION: Write off CMI-Site Assessment $22,195.21 and Hendrickson Brownfield loan $18,554.93 as bad debt.

D. <u>Certification of MERS Representatives</u> Finance

SUMMARY OF REQUEST: Assigning Delegates for MERS Conference.

The MERS plan document provides that "the governing body for each municipality shall certify the names of (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality."

The City's employee units previously agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the official employee representative attending the MERS conference will be Michael Hewartson from the Fire Unit.

STAFF RECOMMENDATION: To approve Hayden Nickell (Finance Management Assistant) as designated delegate to MERS Conference and to make Michael Hewartson employee representative.

E. <u>Haunted Fields Cannabis Event</u> DPW

SUMMARY OF REQUEST: 420 Harvey Events LLC would like to hast a small cannabis event on their property located at 420 Harvey Street on Friday, October 28, 2022.

This will be a Halloween themed cannabis event on private property located in the marihuana overlay district. They expect to host 200 guests from 7-11 pm.

STAFF RECOMMENDATION: To approve the cannabis event to be held at 420 Harvey Street on October 28, 2022.

H. <u>Sherman Boulevard Scrap Tire Grant</u> DPW/Engineering

SUMMARY OF REQUEST: Staff is requesting permission to approve two contracts. The City was awarded a market development grant to use scrap tires in the

concrete on the reconstruction of Sherman. One contract is with EGLE, to receive and administer the grant funds. The other contract is with Michigan Technological University (MTU). MTU has agreed to do all of the research and development for the project, including on site testing and lab analysis. Legal counsel is still reviewing the contracts for legal conformity.

STAFF RECOMMENDATION: To authorize staff to approve contracts with EGLE and MTU, pending legal review.

I. <u>Concession Agreement – Baby Suga's</u> DPW

SUMMARY OF REQUEST: Staff is seeking permission to enter into a contractual agreement with Joseph Lopez of "Baby Suga's Cheesesteak Shack" at various locations including Pere Marquette Park for 2022. Fees to the City of $1,000 plus 5% of Gross Receipts are proposed in accordance with the policy being adopted.

Mr. Lopez's proposal states: "My name is Joseph Lopez, owner/operator of Baby Suga's Cheesesteak Shack, we are a fairly new, local food tent building a truck to serve out of. We would ask for consideration to sell our products in the parks of Muskegon!" and offers cheesesteak sandwiches and other handheld items. Mr. Lopez plans to locate the concession daily depending on weather and traffic in an attempt to maximize sales. Staff will work with Mr. Lopez to ensure specific locations are safe and accessible.

STAFF RECOMMENDATION: To authorize staff to enter into a Concession Agreement with Joseph Lopez of "Baby Suga's Cheesesteak Shack" at various locations including Pere Marquette park for 2022.

L. <u>Amendment to the Zoning Ordinance - Critical Dunes</u> Planning
2nd READING

SUMMARY OF REQUEST: Staff initiated request to revoke Section 12310 (Critical Dunes) of the zoning ordinance.

The Planning Commission unanimously recommended in favor of revoking the ordinance.

STAFF RECOMMENDATION: To approve the request to revoke Section 2310 of the zoning ordinance.

Motion by Vice Mayor German, second by Commissioner Ramsey, to accept the consent agenda as presented, minus items F, G, J and K.

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

Nays: None

MOTION PASSES

2022-71 REMOVED FROM CONSENT AGENDA:

F. <u>MDNR Conversion Assistance RFQ</u> DPW/Parks

SUMMARY OF REQUEST: DPW is requesting permission to solicit proposals from interested firms to provide the city assistance in working through the MDNR (Michigan Department of Natural Resources) conversion process.

The Adelaide Pointe and Hartshorn Village projects are going to impact MDNR encumbered properties in the form of Hartshorn Marina and the Lakeshore Trail. As those development projects progress into future stages the city will need to work with MDNR and the National Park Service (NPS) to ensure that the impacts to the encumbered properties are properly mitigated.

MDNR allows for multiple conversions to be resolved concurrently, as such, we are also including assistance for other potential conversions in this proposal so those can all be resolved.

MDNR manages this process on the state level and terms this as a "conversion" wherein an area that is encumbered for public outdoor recreation is converted into another use. The encumbered area that is converted into a space that is not for public outdoor recreation must be replaced by an equal or greater value area that is dedicated for public outdoor recreation.

No one on city staff has experience working through the multi-stop process so we are requesting to solicit proposals from interested firms to provide us technical assistance and experience in navigating the complex process. A draft of the RFG along with the proposed attachments have been provided for review.

A few things of note:

- A budget will need to be established for the conversion assistance as it was not included in the original 22/23 budget proposal. Significant staff time is also anticipated to be required for the effort.
- Entering into a conversion process will functionally eliminate the City from consideration for most MDNR grants until such time that the conversion is satisfactorily resolved. Being involved in an active conversion carries an automatic 50-point deduction (400-point scale) on any grant applications until it is resolved.
- The conversion process is expected to take less than one year to complete as some of the impacted properties are encumbered through the NPS (National Park Service) and require federal concurrence.

At this time staff is only asking for permission to solicit proposals with the expectation that the proposal will require future approval and consideration by this commission. As such, there is zero cost implication at this time, however the future consideration will require a cost allocation.

STAFF RECOMMENDATION: To authorize staff to solicit proposals for professional assistance in the MDNR conversion process.

Motion by Commissioner St.Clair, second by Commissioner Ramsey, to authorize staff to solicit proposals for professional assistance in the MDNR conversion process.

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

Nays: None

MOTION PASSES

G. <u>Parks Concession Policy</u> DPW/Parks

SUMMARY OF REQUEST: DPW is requesting approval of the enclosed policy to guide the application and approval of concession operations within the city park system.

The policy was previously discussed at the July 11, 2022 Worksession meeting and includes a number of edits to that original document per those discussions and as follows:

- Various formatting and grammatical errors
- Revised approval path to require Commission approval of all applications
- Revised brick and mortar to allow one renewal term before reverting to RFP process
- Added 5% gross receipts requirement to concessions operating outside of westside parks
- Added earmark for revenue to General Fund for park purposes

STAFF RECOMMENDATION: To approve the Park Concession Policy.

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to approve the Park Concession Policy.

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

Nays: None

MOTION PASSES

J. <u>Beachwood Park Fitness Equipment</u> DPW

SUMMARY OF REQUEST: Staff is seeking approval to contract with Sinclair Recreation for anew fitness structure in Beachwood Park using funds donated by the Beachwood-Bluffton Neighborhood Association.

Members of the Beachwood-Bluffton Neighborhood Association (BBNA), with the support of City staff, engaged in a fundraising campaign, including a dollar-for-dollar matching Patronicity grant through the Michigan Economic

Development Corporation (MEDC), securing funds to purchase a Thrive 450 fitness structure from Sinclair Recreation in the amount of $34,017.07 as detailed on the attached documents. The Public Works Department has worked with the group to identify a location in Beachwood Park for the equipment and has committed to various minor tasks to help with installation.

The BBNA has worked with Sinclair Recreation, DPW, and other partners to develop a "fitness trail" concept that will eventually include this structure, a similar structure at the other end of the path leading north from Beachwood Park, and additional fitness "stations" along the route. Users will be able to perform exercises at each structure and station while running or walking along the trail. This structure is Phase 1 of the overall plan.

Due to the City's competitive bidding arrangement with Sinclair Recreation and our tax-exempt status, the BBNA requested that the City purchase the Thrive 450 equipment with full reimbursement from the fundraising campaign. The campaign dollars are housed at the City, so a simple fund transfer is all that is required.

AMOUNT REQUESTED: $34,017.07 AMOUNT BUDGETED: N/A

FUND OR ACCOUNT: Donations

STAFF RECOMMENDATION: To authorize staff to contract with Sinclair Recreation in the amount of $34,017.07 using donated funds for the purchase of a Thrive 450 structure from Sinclair Recreation, including installation in Beachwood Park.

Motion by Commissioner Gorman, second by Commissioner Emory, to authorize staff to contract with Sinclair Recreation in the amount of $34,017.07 using donated funds for the purchase of a Thrive 450 structure from Sinclair Recreation, including installation in Beachwood Park.

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

Nays: None

MOTION PASSES

K. <u>LAF Grant</u> City Clerk

SUMMARY OF REQUEST: The City of Muskegon is in the process of pursuing a mini-grant from the Michigan Arts and Cultural Council int eh amount of $2,000 to support the 2023 Lakeshore Art Festival. Grant funds will support artists' fees (performers and artists), art supplies for the interactive art activities, and marketing efforts to attract a diverse audience. Per the grant requirements, the fund will be matched 1:1 from the Festival budget.

STAFF RECOMMENDATION: To approve the submission of the grant application to MCACA.

Motion by Commissioner Ramsey, second by Commissioner Gorman, to approve the submission of the grant application to MCACA.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS:

Interim City Manager, LeighAnn Mikesell provided an update on the recruitment of a new Public Safety Director, a meet & greet event open to the public will be held Thursday, July 28, 2022 at 5:30 p.m.

City Clerk, Ann Meisch, provided an update on the August 2, 2022 Primary and the Clerk's efforts to increase visibility and accessibility.

Andy Rush, Interim Public Safety Director, provided an update on the recent drowning at Pere Marquette Park and the efforts to provide information to beach goers regarding the conditions as well as the use of signal devices.

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

ADJOURNMENT: The City Commission meeting adjourned at 6:12 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 23, 2022	Title: Alive on the Lakeshore Tax Appeal Legal Representation
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: The City of Muskegon is seeking to reach an agreement with Foster Swift for a Tax Appeal regarding Alive on the Lakeshore	
Detailed Summary & Background: Parmenter Law which normally represents the City of Muskegon has a conflict of interest because they also represent Alive on the Lakeshore. Therefore, the City of Muskegon seeking another Firm (Foster Swift) to represent the City for the Tax Appeal. As part of this engagement, the City of Muskegon understands that the Firm also represents Muskegon County. If a circumstance arises in the future that presents a conflict of interest based on the Firm's representation of the City in this matter and its representation of the County in other matters, the City agrees to waive any such conflict of interest so that the Firm is not precluded from representing the County in any matters.	
Goal/Focus Area/Action Item Addressed:	
Amount Requested: $230/hour	Amount Budgeted:
Fund(s) or Account(s): 101	Fund(s) or Account(s):
Recommended Motion: Authorize the Finance Director to enter into an agreement with the Foster Swift for the Tax Appeal against Alive on the Lakeshore.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

Lansing
313 S. Washington Square
Lansing MI 48933

Southfield
28411 Northwestern Highway – Suite 500
Southfield MI 48034

Grand Rapids
1700 E. Beltline NE – Suite 200
Grand Rapids MI 49525

Detroit
333 W. Fort Street – Suite 1400
Detroit MI 48226

Holland
151 Central Avenue – Suite 260
Holland MI 49423

St. Joseph
800 Ship Street – Suite 105
St. Joseph MI 49085

Walter S. Foster
1878-1961
Richard B. Foster
1908-1996
Theodore W. Swift
1928-2000
John L. Collins
1926-2001

Webb A. Smith
Scott A. Storey
Charles A. Janssen
Charles E. Barbieri
Scott L. Mandel
Michael D. Sanders
Brent A. Titus

Brian G. Goodenough
Matt G. Hrebec
Deanna Swisher
Thomas R. Meagher
Douglas A. Mielock
Scott A. Chernich
Paul J. Millenbach
Dirk H. Beckwith
Brian J. Renaud
Lynwood P. VandenBosch
Lawrence Korolewicz
James B. Doezema
Anne M. Seurynck
Michael D. Homier
Scott H. Hogan
Richard C. Kraus

Benjamin J. Price
Michael R. Blum
Jonathan J. David
Andrew C. Vredenburg
Julie I. Fershtman
Todd W. Hoppe
Jennifer B. Van Regenmorter
Thomas R. TerMaat
Frederick D. Dilley
David R. Russell
Joel C. Farrar
Laura J. Genovich
Karl W. Butterer, Jr.
Mindi M. Johnson
Ray H. Littleton, II
Jack L. Van Coevering

Anna K. Gibson
Patricia J. Scott
Nicholas M. Oertel
Alicia W. Birach
Adam A. Fadly
Michael J. Liddane
Ryan E. Lamb
Clifford L. Hammond
Matthew S. Fedor
Andrea Badalucco
Stefania Gismondi
Leslie A. Abdoo
Julie L. Hamlet
Michael C. Zahrt
Gilbert M. Frimet
Stephen W. Smith

Mark T. Koerner
Warren H. Krueger, III
Sarah J. Gabis
Amanda Afton Martin
Steven J. Tjapkes
Jacquelyn A. Dupler
Daniel S. Zick
Scott R. Forbush
Taylor A. Gast
Rachel G. Olney
Tyler J. Olney
Mark J. DeLuca
Thomas K. Dillon
Robert A. Hamor
Michael A. Cassar
Hilary J. McDaniel Stafford

Emily R. Wisniewski
Amanda J. Dernovshek
Brandon M. H. Schumacher
Alexander J. Thibodeau
Cody A. Mott
Alaina M. Nelson
Caroline N. Renner
Joseph B. Gale
Sydney T. Steele
Kathrine A. Ruttkofsky
Anthony M. Dalimonte
Jim W. Scales
Benjamin C. Dilley

Writer's Direct Phone: 616.726.2238 **Fax**: 616.726.6813 **Reply To**: Grand Rapids **Email**: LGenovich@fosterswift.com

July 22, 2022

Via E-Mail

Ken Grant - Director of Finance
CITY OF MUSKEGON
993 Terrace Street
Muskegon, MI 49440
ken.grant@shorelinecity.com

Re: Engagement Agreement – Alive on the Lakeshore Tax Appeal, MTT Docket No. 22-001078

Dear Ken:

Foster Swift (the "Firm") is pleased that the City of Muskegon (the "City") wishes to engage the Firm to represent it in the above-referenced legal matter. It is customary in the legal profession to initiate a relationship between an attorney and a client through an engagement letter. This engagement letter will serve as an agreement about the nature and scope of our relationship with the City. This signed letter acknowledges the City's understanding of the details of our representation.

As part of this engagement, the City of Muskegon understands that the Firm also represents Muskegon County. If a circumstance arises in the future that presents a conflict of interest based on the Firm's representation of the City in this matter and its representation of the County in other matters, the City agrees to waive any such conflict of interest so that the Firm is not precluded from representing the County in any matters.

Our services will be billed to the City on the basis of hourly rates for the time incurred. The hourly rate for the City's legal work regarding the Alive on the Lakeshore Tax Appeal is $230/hour. This hourly rate will remain in effect until December 31, 2023, after which the Firm may adjust its rate annually, but not by more than 5% unless otherwise agreed to by the City and the Firm. No retainer is required. Time is charged based upon tenths of an hour (six minutes). There are no base minimum charges for activities such as phone calls or e-mails.

Foster Swift does not charge clients separate fees for secretarial or word processing costs, overtime, or other basic overhead costs. Out-of-pocket expenses (such as postage and court filing fees) are charged at the rates set by the entity providing the service. The costs and attorney fees will be billed monthly. **Our invoices will be sent by e-mail, unless you direct us to send them in some other fashion.** If an invoice is not timely paid, a late charge

may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.

Based on the information you have provided, the Firm believes that its representation of the City complies with the Michigan Rules of Professional Conduct. However, if we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict, including withdrawal.

Our responsibility in representing the City is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling its legal matters. In turn, we will need the City's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the City is utilizing our services.

The Firm will pursue the City's legal matters conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep you reasonably informed about the status of this matter and welcomes requests for information.

We intend to establish a mutually rewarding and enduring relationship with the City as its legal counsel. Nevertheless, the City is free to terminate our services at any time by written notice to us to that effect. We may also terminate our services to the City by written notice to you to that effect, if we determine that the City unreasonably fails to cooperate with us, if our monthly statements are not paid in a timely manner, or if we determine that our continued representation of the City would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

If the City terminates our representation, the Firm will return any original materials in the Firm's files that belong to the City. The Firm will dispose of its files (including the Firm's work product) related to the City's matters as it sees fit.

This engagement letter is intended to govern all of the legal services that we may render to the City unless and until the Firm and the City mutually agrees in writing to a different arrangement with respect to providing our legal services to the City.

Should you have any questions, please do not hesitate to call us. If you agree with the above, please execute this engagement letter at the bottom. Your return of the letter is the first step in our representation of the City's interests. We look forward to serving you and the City.

Very truly yours,

FOSTER SWIFT COLLINS & SMITH PC

/s/ Laura J. Genovich

Laura J. Genovich

AGREED:

_____
(Sign Name)

By: _____
(Print Name)

Its: _____

Dated: _____

E-MAIL ADDRESS FOR INVOICES:

_____

Additional Terms of Engagement

Scope of Engagement:

Our engagement is on behalf of the parties expressly named in our agreement. As way of example, our representation of an entity does not include a representation of the interests of the individuals that are directors, shareholders, or officers of that entity.

Cooperation:

You agree to fully, accurately, and truthfully disclose to us all facts that may be relevant to the matter or that we may otherwise request to keep us apprised of developments relating to the matter. You agree to cooperate fully with us in all matters related to the preparation and presentation of your claims. We will be relying on the completeness and accuracy of the information you provide when we perform our services.

No Promise or Guarantee of Results:

You agree that we have made no promises or guarantees regarding the outcome of your case. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney, employee, or agent of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice and communications we render on your behalf are not intended to be disseminated to or relied on by any other parties without our prior written consent.

Consultations with Internal and Outside Counsel to the Firm:

We represent a large number of clients on a wide variety of complex matters. In the course of our representation, we may consult with the firm's internal counsel with expertise in legal ethics issues and in the past have considered such consultations to be attorney-client privileged. Recent court rulings have indicated that in some circumstances such consultations may not be deemed privileged. Our firm believes that expert advice and analysis regarding legal ethics issues would positively benefit our clients.

You agree that if we determine during the course of the representation that it is either necessary or appropriate to consult with our firm's internal counsel or outside counsel to the firm, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege.

E-mail Policy:

Our firm's attorneys, employees, and agents may utilize e-mail for communications in this matter unless you notify us, in writing, not to use this means of communication. Unless you request in writing that we encrypt out-going e-mail and we have agreed in writing to reasonable and mutually acceptable protocols, documents sent to you by e-mail will not be encrypted.

Our firm expends reasonable efforts to exclude any virus or other defect that might affect any computer or IT system from our e-mails and electronic documents. We do not accept liability for any loss or damage resulting from the use of commercial software, or the receipt or use of electronic communications from us containing a virus or defect that was not created by us.

Circular 230 Notices:

Congress has passed legislation imposing reporting requirements and penalties, which the IRS has implemented by amending Circular 230 and setting forth various rules about written tax advice. As a result, you may notice that we will often have a Circular 230 statement on written communications about reliance on what you receive.

Attorney's Lien:

All payments by way of recovery, award, judgment, or settlement to you from third parties shall be made jointly payable to you and us. If you obtain a monetary judgment or award, we shall have a lien on the proceeds to the extent of any of our unpaid fees, disbursements, or other charges.

Relationship Term:

When we have completed the specific professional legal services agreed to in this engagement, our attorney-client relationship shall end, regardless of the date you are billed or pay for our services.

Any agreement to provide non-professional services (facilities use, file storage, copies of old client files) does not revive the attorney-client relationship. The newsletters, e-mails, or other publications that we may occasionally send to you containing general updates on areas of the law of interest to you do not revive an attorney-client relationship.

Future Representation:

If our attorney-client relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing in our engagement agreement. Regardless of whether we are representing you in other matters, we have no duty to accept new engagements from you unless mutually agreed.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 23, 2022	Title: 1095 Third Street Purchase Agreement
Submitted By: Jake Eckholm	Department: Economic Development

Brief Summary:

Staff have been working on acquisition terms for the 1095 Third Street site, and have worked with legal counsel to prepare the attached purchase and sale agreement.

Detailed Summary & Background:

We have had a positive working experience with Shaun Burket and Suburban Property. We are at a point where we have agreed on development components, timeline, and incentive vehicle (Brownfield TIF). The document before you tonight represents the terms of sale for the parcel and building. The developer proposes a $100,000 payment at time of closing, with a $10,000 refundable deposit during the due diligence period. During the 90-day due diligence period both parties mutually commit to finalizing a specific development agreement, which will lay out potential consequences to breach of timeline for the development.

Goal/Focus Area/Action Item Addressed:

Goal 1 (Image) Housing Focus Area, Goal 2 (Quality of Life) Housing Focus Area, Action Item 21-8 Expand Housing Options, and Goal 3 (Revitalize Revenues) Housing Focus Area, Action Item 21-13 Increase Property Values in Urban Core and Eastside Neighborhoods

Amount Requested: N/A ($100,000 gain)	Amount Budgeted: N/A
Fund(s) or Account(s): 404	Fund(s) or Account(s): 404

Recommended Motion:

Motion to approve the Purchase and Sale Agreement as presented and authorize the Mayor and Clerk to sign.

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

For City Clerk Use Only:

Commission Action:

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is effective August 23rd, 2022 ("Effective Date") between **Suburban Property, LLC,** a Michigan limited liability company, with principal offices at 9500 Cascade Road, Ada, MI 49301 ("Buyer") and the **City of Muskegon,** a municipal corporation, with principal offices at 933 Terrace Street, Muskegon, MI 49440 ("Seller"), with reference to the following facts:

Background

A. Seller owns the real estate located at 1095 Third Street, Muskegon, MI 49441 and the vacant lot located at 301 W. Muskegon Ave., Muskegon, MI 49441, as depicted on the Site Plan attached as **Exhibit A** to this Agreement and legally described on **Exhibit B** attached to this Agreement (the "Premises").

B. Buyer has agreed to purchase, and Seller has agreed to sell the Premises to Buyer according to the terms and conditions of this Agreement.

It is agreed as follows:

1. **Agreement to Sell and Purchase the Premises.** Seller shall sell and Buyer shall purchase the Premises on the terms and conditions set forth in this Agreement together with all beneficial easements, all improvements, fixtures, division rights, hereditaments and appurtenances associated with the Premises.

2. **Purchase Price; Deposit and Manner of Payment.** The purchase price for the Premises is One Hundred Thousand and 00/100 Dollars ($100,000). Contemporaneously, with the execution of the Agreement, Buyer will deposit the sum of Ten Thousand and 00/100 Dollars ($10,000) (the "Deposit") with Title Company (as defined below). At closing, and upon execution and delivery of a warranty deed and all other documents of transfer, Buyer will pay the purchase price to the Seller by Title Company check or wire transfer. If the purchase and sale contemplated by this Agreement is closed, the Deposit shall be a credit against the purchase paid by Buyer. If Buyer terminates this Agreement pursuant to any termination right granted by this Agreement, the Deposit shall be promptly returned to Buyer.

3. **Intentionally Omitted.**

4. **Title Insurance.** Seller shall, at Seller's expense, order a commitment for owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") in the standard ALTA form, without the standard printed exceptions, in the amount of the purchase price that shows that Seller has good and marketable title to the Premises. Buyer represents and warrants that the Title Company is independent and neither related nor affiliated with Buyer or Buyer's attorneys.

5. **Objections to Condition of Title.** Buyer may raise objections to the exceptions, requirements or encumbrances shown on the commitment at any time prior to expiration of the Inspection Period (as defined below) by delivering written notice to Seller. If Buyer raises a title objection, Seller shall have the option of affecting a remedy within thirty (30) days after receipt of the Buyer's notice. If Seller does not affect a remedy satisfactory to Buyer, Buyer may elect to close subject to such exception or encumbrance or, if Buyer elects not to close, Seller or Buyer may terminate this Agreement by written notice to the other party to this Agreement.

6. Proration of Property Taxes and Rents. Real estate taxes and assessments, if any, that first became or will become due and payable during the calendar year of the Date of Closing (as defined below) shall be pro-rated on a calendar year basis. All real estate and personal property taxes with respect to the Premises that first become due and payable on or before the Date of Closing, or which are assessed retroactively for the period of time prior to the Date of Closing, shall be paid by Seller.

7. **Assessments.** Seller shall pay any existing special assessments that are due and payable, or a lien or both, on the Premises at or prior to Date of Closing.

8. **Survey.** Buyer may obtain a survey of the Premises, and Buyer or Buyer's surveyor or other agents may enter the Premises for that purpose prior to Date of Closing. In the event that a survey by a registered land surveyor made prior to Date of Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of affecting a remedy within 30 days after disclosure. If Seller does not affect a remedy satisfactory to Buyer, Buyer may elect to close subject to such encroachment or variation or, if Buyer elects not to close, Seller or Buyer may terminate this Agreement.

9. **Representations and Warranties.** The execution and delivery by Seller of the warranty deed shall constitute confirmation by Seller that the following representations and warranties are true and correct as of the Date of Closing, as though made on and as of such time.

Seller represents and warrants to Buyer as follows:

a. **Authority.** Seller has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation or commitments that Seller has to municipalities, lenders or any third party.

b. **Other Agreements.** Seller is not a party to any agreement or otherwise bound under any obligation with any other party who has any interest in the Premises or the right to purchase or lease the Premises.

c. **Entire Interest.** Seller's entire interest in the Premises will be transferred to Buyer on the Date of Closing, free and clear of all liens, encumbrances, charges, and adverse claims, contractual or otherwise, including any and all mineral, surface and division rights.

d. **Litigation.** There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, threatened, by any party, including governmental authorities or agencies, against or involving the Premises, or to which Seller is or may become a party in connection with the Premises.

e. **No Violations or Obligations.** Except as disclosed in writing to, and accepted by Buyer, there are, and shall be, no uncured violations or unsatisfied obligations with any governmental authority, including, without limitation, environmental violations, of any laws, ordinances, orders, regulations, rules, or requirements of any governmental authority, affecting the Premises or any part thereof.

f. **Accuracy.** All statements and information relating to the Premises provided to Buyer are true and accurate to best of Sellers knowledge.

g. **Brownfield Tax Increment Financing.** Seller agrees to work with Buyer to submit to the City of Muskegon Brownfield Redevelopment Authority an Amendment to the current Brownfield Plan to be detailed in the Development Agreement, as later defined. Seller agrees to

work with Buyer to explore other available incentive programs that may be applicable to the Premises and in support of the Project.

h. **No Warranty of Premises.** Buyer will have an opportunity to inspect all aspects of the Premises, including its financial and physical condition and its legal status. Except as otherwise provided in this Agreement, Seller makes no warranty or representation regarding the Premises and Buyer waives all implied warranties. Except as otherwise provided in this Agreement, Buyer is relying solely on its own expertise and Buyer's inspections and investigations made by Buyer pursuant to this Agreement. Except as otherwise provided in this Agreement, Buyer is acquiring the Premises in its "**AS IS**" condition, without any warranties or representations, express or implied, concerning the Premises from Seller. Seller shall hold Buyer harmless, indemnify, and at Buyer's option, defend Buyer, from and against any loss, including, without limitation, reasonable attorney fees, incurred by reason of Seller's breach of any of the foregoing representations and warranties.

10. **Inspection Period.**

a. **Due Diligence Investigation.** Upon Seller's execution of this Agreement, Buyer and Buyer's agents, employees, contractors, and consultants may, prior to the Date of Closing, conduct such inspections, investigations, appraisals, tests, feasibility studies, and determinations of the Premises as Buyer, in its sole discretion, shall desire in order to determine that the condition of the Premises is acceptable and that the Premises is suitable for Buyer's intended uses ("Due Diligence Investigation"). The Due Diligence Investigation shall include, but shall not be limited to, inquiring as to the existence and/or adequacy of electrical, plumbing, sewer, water and other utility services, public services and access; physical condition of improvements, insuring as to applicable zoning ordinances, use regulations and business codes; conducting soil tests of the Premises, borings and other engineering and architectural tests; evaluation of the environmental conditions which exist at the Premises (including, if desired by Buyer, a Phase I and Phase II environmental site assessment and a baseline environmental assessment) and Seller's compliance with all applicable state and federal environmental laws and regulations. Buyer shall pay the cost of the Due Diligence Investigation. The Due Diligence Investigation shall begin on the Effective Date and shall continue for a period of ninety (90) days ("Inspection Period"). Buyer shall indemnify Seller and hold buyer harmless from any loss, damage, costs, and expenses (including reasonable attorney fees) caused by Buyer's Due Diligence Investigation.

b. **Copy to Buyer.** Within seven (7) days after the Effective Date, Seller shall provide Buyer with a copy of any survey, title policy or commitment, and any results, data, or reports of the environmental condition of the Premises in Seller's possession or control. Seller acknowledges that during the Inspection Period or at any time consistent with regulations before or after Date of Closing, Buyer may make a petition to the Michigan Department of Environment, Great Lakes and Energy ("EGLE") for a baseline environmental assessment ("BEA") adequacy determination, or at the option of Buyer, may disclose the results of the BEA to ~~the DEQ~~EGLE without such a petition.

11. **Right to Terminate.** At any time during the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, and this Agreement shall thereafter be of no further force or effect.

12. **Improvements.** Following closing, Buyer shall construct the Improvements in accordance with the description of the project on the Proposed Development Vision and Program set forth on **Exhibit C** attached to this Agreement ("Project"). The Buyer has proposed a development plan in the following phases:

Phase 1: Construct 8 to 12, 2-story townhouses on the 1095 Third Street parcel. Project to commence on or about March 1, 2023, and be substantially completed by approximately March 1, 2024.

Phase 2: Reuse the existing 2-story structure at 1095 Third Street and adapt into residential apartment building, creating approximately 47 apartment units. Project to commence on or about April 1, 2024 and be substantially completed by approximately April 1, 2025.

Phase 3: Construction of 3-story or 4-story mixed use building on the parcel at 301 W. Muskegon Ave. Project to commence on or about May 1, 2025 and be substantially complete by approximately May 1, 2026.

During the Inspection Period, the parties shall enter into a Development Agreement which will designate the rights and remedies of the parties with regards to the Project. In the event the parties are unable to agree on the terms of the Development Agreement ("Development Agreement"), either party, at its option, may terminate this Agreement.

13. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that neither has dealt with any real estate agents, brokers, or salespersons regarding this sale, and that no agent, broker, salesperson, or other party is entitled to a real estate commission upon the closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

14. **Closing.**

a. **Date of Closing.** Unless the parties otherwise mutually agree, the closing shall be held within thirty (30) days from the expiration of the Inspection Period ("Date of Closing"). The closing shall be held at the offices of the Title Company. At closing, Seller shall deliver, or cause to be delivered to Buyer, actual physical possession of the Premises, free of all tenants or other occupants.

b. **Costs.** The costs associated with this Agreement shall be paid as follows:

i. Seller shall pay all state and county transfer taxes in the amounts required by law for the conveyance of the Premises;

ii. Seller shall pay the premium for the owner's policy of title insurance. Buyer shall pay for any lenders policy of title insurance and the cost of any endorsements to the owner's policy requested by Buyer;

iii. Buyer shall pay for the cost of recording the warranty deed;

iv. Seller 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;

v. Buyer and Seller shall each pay one-half of any closing fees charged by the Title Company;

vi. Each party shall pay its own attorney;

c. **Deliveries.** At closing, Seller shall deliver:

i. In a form reasonably satisfactory to Buyer and the Title Company, a warranty deed to the Premises executed by Seller, subject only to the exceptions that are permitted under this Agreement;

ii. An affidavit stating that neither Seller nor any of its principals is a "Foreign Person" within the meaning of IRC Section 1445(f)(3); and

iii. Any additional documents as may be reasonably required by the Buyer or the Title Company to effectuate the transaction contemplated by this Agreement.

15. **Possession.** Possession of the Premises will be delivered to Buyer on the Date of Closing subject only to the possession rights of current occupants if any.

16. **Notice.** 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) one day after depositing in the custody of a nationally recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States Mail first-class, registered, or certified mail, postage prepaid and return receipt requested. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing in the custody of a nationally recognized overnight delivery service and five days when sent by certified mail. Notices shall be sent to the parties as follows:

To Seller: **City of Muskegon**
993 Terrace Street
Muskegon, MI 49442
Attn: Jake Eckholm
Email: jake.eckholm@shorelinecity.com

w/copy to **Parmenter O'Toole**
601 Terrace Street
Muskegon, Michigan 49440
Attn: Christopher L. Kelly
Email: chris@parmenterlaw.com

To Buyer: **Suburban Property, LLC**
9500 Cascade Road
Ada, MI 94301
Attn: Shaun Burket
Email: shaun@suburbanlandscapesmi.com

w/copy to: **Warner, Norcross, & Judd**
150 Ottawa Ave. NW, Suite 1500
Grand Rapids, 49503-2823
Attn: Jared Belka
Email: jbelka@wnj.com

17. **Remedies.** The parties acknowledge and agree that it would be difficult to measure actual damages to either party from a breach by the other party of the covenants, restrictions, representations, and warranties set forth in this Agreement and that the injury to non-breaching party from any breach would be incalculable and irremediable and the damages would not therefore in and of themselves be an adequate remedy. The parties therefore agree that in the event of a breach or default by either party, the non-breaching party shall be entitled as a matter of right to obtain from any court of competent jurisdiction an injunction to enforce the terms and conditions of this Agreement. Nothing in this paragraph shall limit either party's right to pursue any remedy, including money damages for any breach of this Agreement and specific performance. In addition, the prevailing party shall be entitled to collect from non-prevailing party all costs incurred by the prevailing party in connection with the enforcement of this Agreement, including reasonable attorney fees.

18. **Miscellaneous.**

a. **Governing Law.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

b. **Entire Agreement.** This Agreement shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

d. **Confidentiality.** Both parties shall keep the terms and conditions of this Agreement and all discussion related hereto in confidence. Provided, each party may discuss the terms and conditions of this Agreement with its attorneys, accountants, lenders, and advisors.

e. **Counterparts/Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties. Electronic signatures shall have the same binding effect as original signatures.

f. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

g. **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.

h. **Assignment or Delegation.** Neither party may assign all nor any portion of its rights and obligations contained in this Agreement without the express written consent of the other party.

i. **Time is of the Essence.** Seller and Buyer acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement. If the date for closing, for the delivery of a document, or for giving of a notice, falls on a Saturday, Sunday or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday or bank holiday.

j. **Survival of Representations and Warranties.** The representations, warranties, covenants, and agreements contained in this Agreement and in any instrument provided for in this Agreement shall survive Closing and continue in full force and effect following the Date of Closing.

(Signatures appear on following page.)

Seller: City of Muskegon,
a Michigan municipal corporation

By: _____
Name: Ken Johnson
Title: Mayor
Date: _____ ___, 2022

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____ ___, 2022

Buyer: **Suburban Property, LLC**,
a Michigan limited liability company

By: _____
Name: Shaun Burket
Title: _____
Date: _____ ___, 2022

Exhibit A
Site Plan

Exhibit B
Legal Description

Property is situated in the City of Muskegon, County of Muskegon, State of Michigan, legally described as:

Parcel 1:
Lot 9, except the West 15 feet thereof, all of Lots 10-12, and Lot 13, except a triangular piece in the SE corner of said Lot 13 commencing at the Southeast corner thence North 3.85 feet, thence Southwesterly to a point on the Southeasterly line of Lot 13, 3.85 feet West of the Point of Beginning, thence 3.85 feet to the Point of beginning, Block 350 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

Commonly known as 1095 Third Street, Muskegon, MI 49442
Parcel No.: 24-205-350-0009-00

Parcel 2:
Lot 1, Block 350 of Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

Commonly known as 301 W Muskegon Avenue, Muskegon, MI 49442
Parcel No.: 24-205-350-0001-00

Exhibit C
Proposed Development Vision and Program

Suburban Property, LLC, Integrated Architecture, and Erhardt Construction

WATCH MUSKEGON™

CITY OF MUSKEGON, MICHIGAN
1095 THIRD STREET
REDEVELOPMENT PROJECT
RFP RESPONSE

SUBURBAN PROPERTY LLC

INTEGRATED ARCHITECTURE
GRAND RAPIDS, MICHIGAN | INTARCH.COM

Erhardt CONSTRUCTION
ADA, MICHIGAN | ERHARDTCC.COM

JLG
A B C

SUBURBAN PROPERTY LLC | INTEGRATED ARCHITECTURE | Erhardt CONSTRUCTION

OCTOBER 22, 2021

ATTN: ANN MEISCH, CITY CLERK
ANN.MEISCH@SHORELINECITY.COM
933 TERRACE STREET
MUSKEGON, MI 49440

Dear Ms. Meisch,

Our project team is pleased to present our response to your RFP for the redevelopment of 1095 Third Street. My name is Shaun Burket and I will be the primary contact for our development team as we work through the selection process. My contact information is provided at this bottom of this transmittal. Our project team is comprised of the following:

- Shaun Burket, Project Developer
- Michael Corby, Integrated Architecture
- Ryan Formsma, Erhardt Construction

Our team is focused on providing attainable workforce housing in West Michigan communities and are confident that 1095 Third can be a vibrant housing opportunity in the City!

We are grateful for the opportunity to work with you and your team in Muskegon.

Respectfully,

Shaun Burket
Developer & Lead Entity Representative
Suburban Property, LLC
(616) 291-1768
shaun@suburbanlandscapesmi.com

Mike Corby, FAIA LEED-AP
President
Integrated Architecture
(616) 574-0220
mcorby@intarch.com

Ryan Formsma
Vice President of Business Development
Erhardt Construction
(616) 825-2908
rformsma@erhardtcc.com

We serve our clients, employees, and community by turning visions into reality.

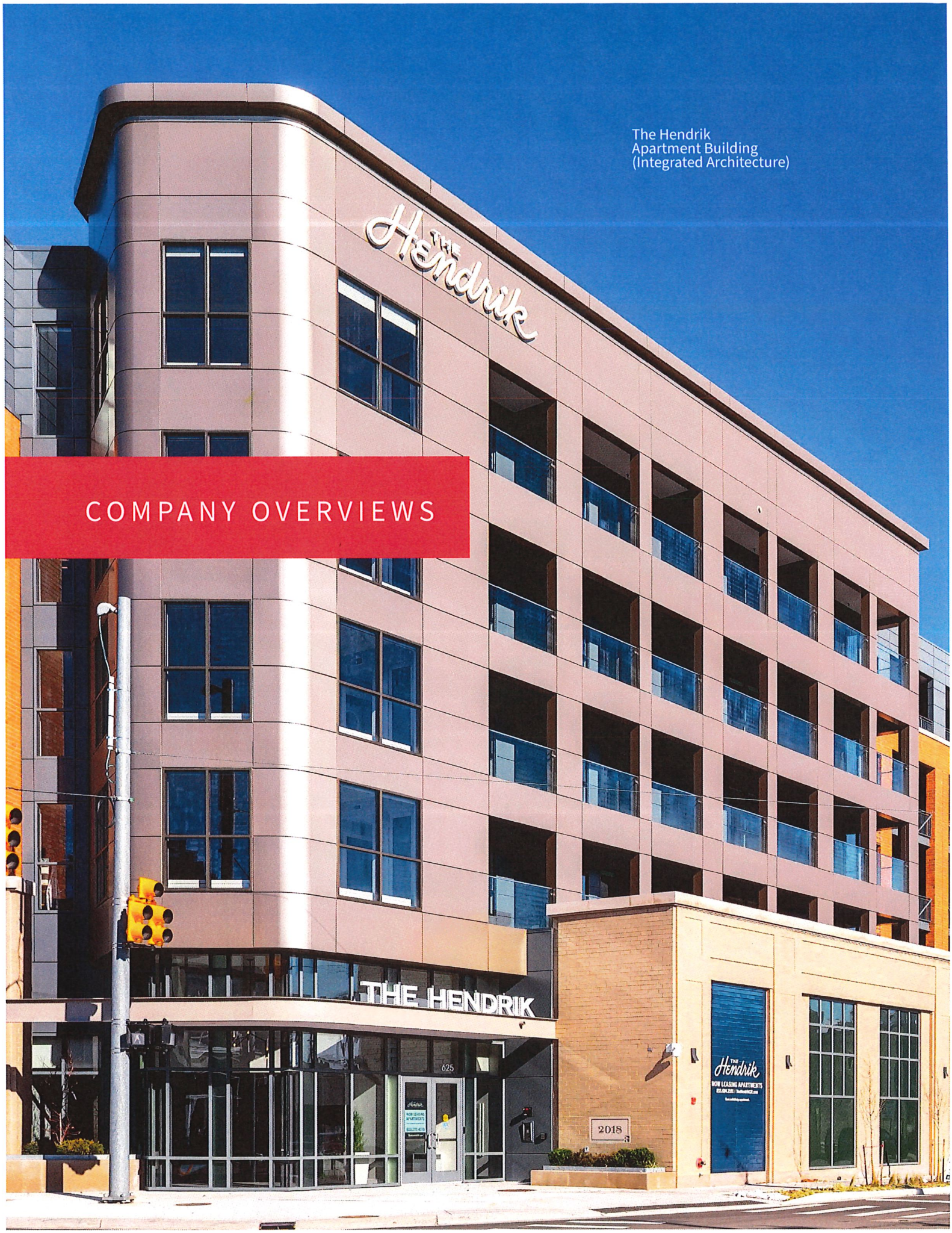
We listen, we engage, and we deliver. The result is a ***distinctive*** construction, design, and development experience.

SUBURBAN PROPERTY LLC | INTEGRATED ARCHITECTURE | Erhardt CONSTRUCTION

08
QUALIFICATIONS & EXPERIENCE

24
PROPOSED DEVELOPMENT
VISION & PROGRAM

38
CONCEPTUAL FINANCIAL
STRUCTURE/STABILITY



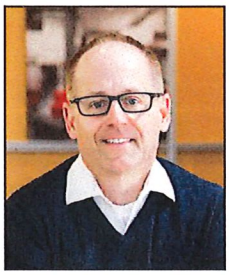
The Hendrik
Apartment Building
(Integrated Architecture)

COMPANY OVERVIEWS

INTRODUCTION TO THE COMPANY & TEAM

SUBURBAN PROPERTY, LLC | DEVELOPER & LEAD ENTITY REPRESENTATIVE
Shaun Burket

Ada, MI
Shaun has over 20 years of experience in acquisition, rehab, leasing, and property management. Since 2001, his firm has been responsible for managing over 25 properties in the West Michigan area. His expertise ranges from single family homes to large, urban apartment complexes.



INTEGRATED ARCHITECTURE | ARCHITECT
Mike Corby, FAIA, LEED-AP and President

840 Ottawa Ave. NW | Grand Rapids, MI 49503
Integrated Architecture is a full service architecture firm that leads by design, aligning people and place with ideas and industry. We blend our knowledge of design with our understanding of how environments can shape behaviors and outcomes to create solutions for clients that respect the human impact of their life and work. By integrating architectural design, engineering, interior design, and landscape design services we create whole solutions that encompass human-centered design, solve real problems, and make lives better.

ERHARDT CONSTRUCTION | GENERAL CONTRACTOR
Ryan Formsma, Vice President of Business Development

6060 Fulton St. East | Ada, MI 49301
Erhardt Construction is a general contractor, construction management, and design/build firm headquartered in West Michigan. Erhardt provides construction and facility solution services to commercial, residential, education, worship, municipal ,and health care clients. We place strong emphasis on providing value and detail to every project we construct. The strength of our people, our professionalism, and our unique project management enable us to make an immediate and significant contribution to any construction project. Erhardt prides itself on serving its clients, employees and community by turning visions into a reality.

QUALIFICATIONS & EXPERIENCE

East Grand Rapids
High-End Residence
(Erhardt Construction)

SUBURBAN
PROPERTY LLC

SHAUN BURKET

Developer & Lead Entity Representative

Project role includes all development responsibilities for the Muskegon Redevelopment.

Shaun has over 20 years of experience in acquisition, rehab, leasing, and property management. Since 2001, his firm has been responsible for managing over 25 properties in the West Michigan area. His expertise ranges from single family homes to large, urban apartment complexes. In 2010, Shaun purchased a property in Muskegon and quickly fell in love with the spirit of the community and the endless possibilities that the lakeshore has to offer. This redevelopment project would be the first for Shaun in the downtown Muskegon area and he looks forward to having a hand in shaping the downtown landscape.

CAREER EXPERIENCE

- Property Management for over 25 Properties in Grand Rapids, MI
- Development Property, Muskegon, MI
- Private Residence, Muskegon, MI
- Private Residence, Muskegon, MI
- Private Lakeshore Residence, Muskegon, MI
- Private Lakeshore Residence, Muskegon, MI
- Private Lakeshore Residence, Muskegon, MI
- Private Lakeshore Residence, Muskegon, MI

Education

Bachelor of Finance
Marquette University

Masters of Business Administration
Grand Valley State University

Professional Activities

- **President of Suburban Landscapes, an outdoor construction and earth work firm located in Ada, MI**

INTEGRATED ARCHITECTURE

MIKE CORBY, FAIA, LEED-AP

President & Managing Partner

Project role includes all design responsibilities for the Muskegon Redevelopment.

Mike Corby infuses design with practicality to create environments that respond to each client's unique needs. One of Michigan's first LEED-accredited architects, Mike is a leader in sustainable design and has redefined luxury to include abundant natural light, fresh air, people-centered space, and environmentally friendly materials. Under his guidance, IA has garnered three international, 10 national and 49 regional / local design awards, including the 2006 AIA MI Firm of the Year.

CAREER EXPERIENCE

- Studio Park, Grand Rapids, MI
  - 123 Tavern
  - The Listening Room
  - Celebration Cinema
  - Studio Park Lofts
  - Studio Parking
- 616 Lofts, Grand Rapids, MI
  - Lofts on Monroe
  - Lofts on Alabama
  - Lofts on Michigan
- Bridge and Stocking Mixed-Use Development, Multi-Story Retail, and Residential, Grand Rapids, Michigan
- Freyling Mendels Mixed-Use Development, Grand Rapids, Michigan
- Studio Park Mixed-Use Development,Grand Rapids, Michigan
- Michigan Street Demonstration Project, Grand Rapids, Michigan
- Elkenburg Redevelopment, South Haven, Michigan
- Traverse City Rotary Square, Traverse City, Michigan
- 234 Market Mixed-Use Development, Grand Rapids, Michigan
- The Rowe Mixed-Use Development, Grand Rapids, Michigan
- Gordon Food Service Corporate Headquarters LEED Silver, Wyoming, Michigan
- Consumers Energy John G. Russell Leadership Center LEED Certified, Grand Rapids, Michigan
- Herman Miller Master Plan, Zeeland, Michigan
- Meijer Corporate Headquarters, Walker, Michigan
- Whirlpool Benton Harbor Tech Center, Benton Harbor, Michigan

Education

Bachelor of Science & Master of Architecture
University of Michigan

Registrations/Certifications

- **Registered Architect - State of Michigan, Alabama, Arizona, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, N. Carolina, Ohio, Oregon, Pennsylvania, S. Dakota, Tennessee, Virginia, Washington DC, Wisconsin**

Professional Activities

- **National Council of Architectural Registration Board**

INTEGRATED ARCHITECTURE

Education

Master of Architecture
Bachelor of Science
Lawrence Technological University

Registrations/Certifications

- Registered Architect - State of Michigan

DARREL DEHAAN, AIA

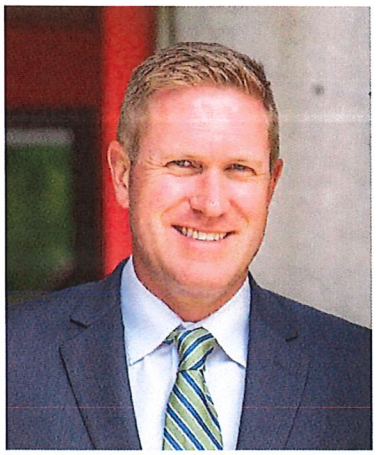
Director of Architecture, Senior Associate

Project role includes Project Management for the Muskegon Redevelopment.

Darrel joined Integrated Architecture's project management team in 2010 and offers well-grounded, diverse experience. Darrel's industry knowledge runs deep in his DNA, as his father is a retired civil engineer. Growing up in the industry, Darrel innately understands the key elements of project management. His responsiveness, keen sense of client understanding, and knack for facilitating complete collaboration is a trademark of his work. Darrel's project history includes more than $800 million worth of construction with responsibilities ranging from design to project architecture and management.

CAREER EXPERIENCE

- The Rowe Mixed-Use Development, Grand Rapids, MI
- The Morton Mixed-Use Development, Grand Rapids, MI
- 601 West Mixed-Use Development, Grand Rapids, MI
- 234 Market Mixed-Use Development, Grand Rapids, MI
- D.A. Blodgett St. Johns, Grand Rapids, MI
- Calvary Church Renovation & Addition, Holland, MI
- The Stow Company Headquarters, Holland, MI
- Keystone Community Church, Grand Rapids, MI
- Western Michigan University College of Aviation Renovation & Expansion, Battle Creek, MI
- West Michigan Aviation Academy, Grand Rapids, MI
- Amway Aviation Complex, Grand Rapids, MI
- Cardinal Senior Management, Grand Rapids & Holland, MI
- Oliver Healthcare Packaging, Grand Rapids, MI
- The Potters School House, Grand Rapids, MI
- Whirlpool Kindercare Child Development Center, Benton Harbor, MI
- Whirlpool Tech Center, Benton Harbor, MI
- Commercial Tool & Die, Comstock Park, MI
- Herman Miller Mainsite, Zeeland, MI
- ADAC Automotive Corporate HQ, Grand Rapids, MI
- Early Advantage Childcare, Holland, MI
- Forty Pearl Tasting Room, Grand Rapids, MI



Erhardt CONSTRUCTION

RYAN FORMSMA

Vice President of Business Development

Project role includes all construction responsibilities for the Muskegon Redevelopment.

Ryan is a results-driven leader with a 25+ year record of achievements and demonstrated successes, driving multi-million dollar projects while providing visionary product differentiation in a highly competitive market. Well-versed in all aspects of project management, including managing multiple accounts, negotiating contract terms, purchasing, accounts payable/ receivable and customer service. Strong leader who trains and motivates individuals to their peak performance.

DUTIES

Assists clients with interior and exterior design, layout planning and value engineering. Responsible for pre-construction, project management, safety evaluations, purchasing negotiations, project bidding, scheduling, invoicing, quarterly audits, necessary insurance and licensing and close-out documentation.

Education

Bachelor of Applied Science
Davenport University

Years Experience

28 total, 6 with Erhardt

Registrations/Certifications

- **MIOSHA 30-hour Certification**
- **Licensed Building - State of MI**
- **Associate Broker - State of MI**

Organizations

- **Board Member for SECOM Resource Center**
- **Egypt Valley Country Club Member**
- **Volunteer for Junior Achievement of the Michigan Great Lakes**

CAREER EXPERIENCE

- Holland Home - Breton Homes, Kentwood, MI
- Cascade Hills Country Club Training Center, Cascade, MI
- Private Residence 1, Ada, MI
- Private Residence 2, Ada, MI
- Private Residence, Harbor Springs, MI
- Private Residence, East Grand Rapids, MI
- Amy Van Andel Library and Community Center, Ada, MI
- St. Robert of Newminster Parish Rectory, Ada, MI
- Villa in Oil Nut Bay, British Virgin Islands
- Regatta Drive Residence, Jupiter, FL
- St. John Paul II Catholic Church, Cedar Springs, MI
- City of Grand Rapids Water Treatment Plant Tunnel Rehabilitation, Grand Rapids, MI
- City of Grand Rapids Water Filtration Plant Filter Rehabilitation, West Olive, MI
- City of Grand Rapids Water Filtration Plant Standby Power, West Olive, MI
- St. Robert of Newminster Parish Rectory, Ada, MI
- Hub International, Grand Rapids, MI
- Nucraft Furniture, Grand Rapids, MI
- River Valley Credit Union, Ada, MI
- Roskam Baking, Multiple Projects, Kentwood, MI
- Universal Sign Systems, Grand Rapids, MI
- Founders Bank and Trust, Grand Rapids, MI
- First Community Bank, Grand Rapids, MI
- Macatawa Bay Yacht Club, Holland, MI
- Great Lakes Comnet, Holt, MI
- Ronald Blue Investments, Holland, MI

Erhardt CONSTRUCTION

Years Experience

34 total, 23 with Erhardt

Registrations/Certifications

- U.S. Green Building Council
- LEED-Accredited Professional

Professional Activities

- American Society of Professional Estimators, West Michigan Chapter – Former Chapter President
- Construction Specifications Institute
- American Society of Professional Estimators

STAN ELENBAAS, LEED-AP

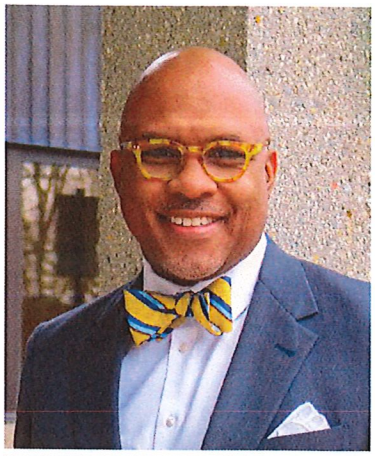
Vice President of Estimating

Project role includes all construction estimating responsibilities for the Muskegon Redevelopment.

Stan has 34 years of estimating and construction management experience, the last 23 with Erhardt Construction. Stan is responsible for estimating activities through all phases of pre-construction and construction from the earliest through the final assembly of the Guaranteed Maximum Price. Stan's success with the accuracy of Erhardt's early budget estimates has been extremely helpful to owners who need to make informed decisions about the direction of the design of their buildings.

CAREER EXPERIENCE

- Holland Home Cook Assisted Living, Kentwood, MI
- Holland Home Breton Terrace, Kentwood, MI
- Aquinas College Jarecki School of Advanced Learning, Grand Rapids, MI
- Aquinas College Wege Center Addition, Grand Rapids, MI
- Grand Valley State University AuSable Hall Addition, Allendale, MI
- Grand Valley State University Recreation Center, Allendale, MI
- Amy Van Andel Library and Community Center, Ada, MI
- Ray and Joan Kroc Community Center, Grand Rapids, MI
- Ottawa County 58th District Court, Grand Rapids, MI
- City of Holland Police Facility, Holland, MI
- Amway Corporation World Headquarters, Ada, MI
- Amway Corporation Visitors Center, Corporate Board Room, and Customer Distribution Center Offices, Ada, MI
- Calvary Church, Grand Rapids, MI
- Nucraft Furniture, Grand Rapids, MI
- Roskam Baking, Multiple Projects, Kentwood, MI
- MMPC, Grand Rapids, MI
- Autocam, Kentwood and Marshall, MI
- Power Line Supply Company, Reed City, MI



Erhardt CONSTRUCTION

ARLEN-DEAN GADDY

Director of Market Strategy

Project role includes assisting the team in developing and maintaining community and trade partnerships throughout the duration of the Muskegon Redevelopment.

Arlen has over 25 years of experience in Business Development, Sales Operations and Consumer Affairs, previously serving as National Director of Business Development for Lambert & Co. and Leader of Client Relations for Varnum Consulting. He is a thought leader with proven experience creating successful community outreach, and perception conversion campaigns and initiatives while working shoulder-to-shoulder with clients and executive teams. Arlen's leadership experience ranges from Fortune 50 companies to high-growth regional enterprises.

DUTIES

Arlen guides Erhardt's vision for expansion across geographic and operational landscapes. His role includes creating opportunities with potential partners to further demonstrate Erhardt's commitment to build lasting client focused relationships through superior service, high value and consistent performance.

CAREER EXPERIENCE

LAMBERT & CO.

- Grand Rapids, Detroit, Lansing, New York City
- National Director of Business Development
- Led New Client Relationships in: Crisis Communication, Investor Relations, Investor Communications, Product Marketing.

VARNUM CONSULTING (A DIVISION OF VARNUM LAW)

- Grand Rapids, Detroit
- Leader of Client Relations
- Built Client Relationships in the healthcare, automotive, and financial service industries.

AT&T

- Michigan and Indiana
- Vice President of Sales - Outstate Michigan
- Held several leadership roles spanning a 20+ year career including: Directory Operations, Regulatory Affairs, Consumer Affairs, Sales Operations.

Education

B.B.A. Operations Management
The Ohio State University

Operations Management
Ferris State University

Years Experience

28 total

Organizations

- Board of Directors, Make-A-Wish Michigan
- Board Member, Ferris State University
- Board Member of Directors, Inner City Christian Federation (ICCF)
- State Board of Directors, MI, Fellowship of Christian Athletes
- Member, Rotary Club of Grand Rapids
- Mentor, Ottawa Hills High School

Erhardt Construction Leadership Team (left to right): Arlen Dean Gaddy, Stan Elenbaas, Ben Wickstrom, Taggart Town, Ryan Formsma.

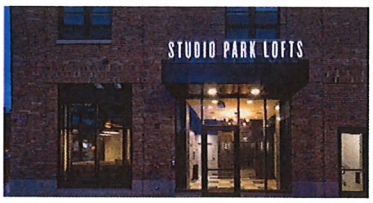
Lofts on Michigan (Integrated Architecture)

STUDIO PARK

Location: Grand Rapids, Michigan
Size: Nine-Screen Theater
200-Seat Music Venue
12 Restaurants and Shops
933 Covered Spots
246 Lofts and Condos
Project Type: New Construction
Project Cost: $132 Million (Phase One) + $20 Million (Residential)
Completed: 2019

The Studio Park project includes a nine-screen theater, residential units, retail, office space and a parking ramp. This transformational project in downtown Grand Rapids is changing the shape of the arena district. Countless meetings with a variety of shareholders such as the developers, residents, and the City of Grand Rapids have resulted in an urban environment that will blend entertainment, residential, and commercial in the arena district.

INTEGRATED ARCHITECTURE



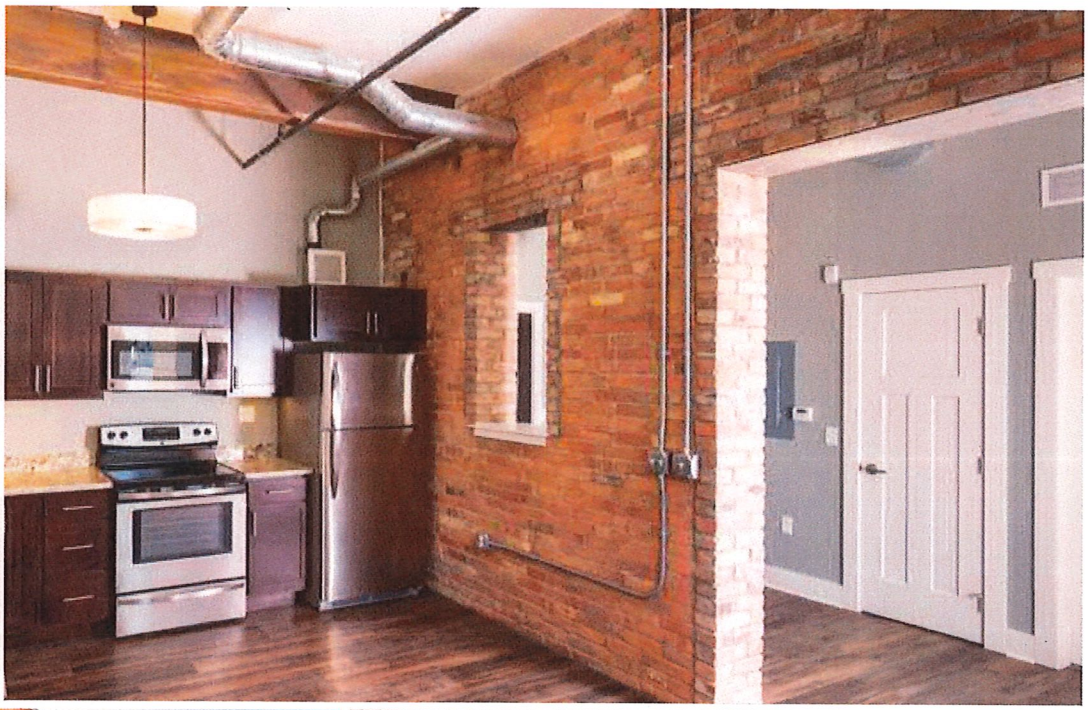
LOFTS ON ALABAMA

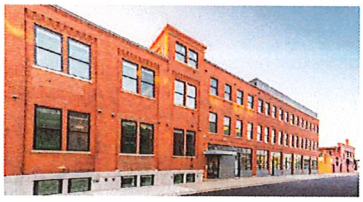
Location: Grand Rapids, Michigan
Size: Existing: 67,538 SF
New Construction: 53,388 SF
Project Type: Renovation
Project Cost: $18 Million
Completed: 2016

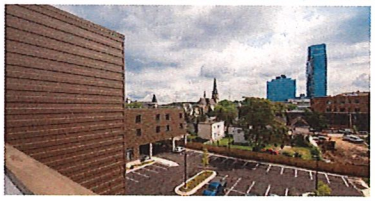
Lofts on Alabama marries the old with the new. Starting with the repurposing of the historic Hyatt building, a carriage factory built in 1903 on Grand Rapids' West side. The 104 year old building was given a modern redesign while maintaining the character of the original building represented in every apartment. The historic factory turned housing development is close to downtown offering 61 studio, 1, 2, and 3 bedroom apartments. The building features a rooftop deck and underground parking.

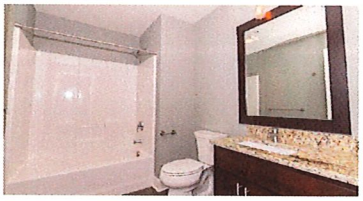
The new construction features 39 studio, 1 and 2 bedroom apartments, a community room, outdoor terrace with BBQ area, and shared deck.

INTEGRATED ARCHITECTURE









GVSU HOLTON-HOOKER LIVING LEARNING CENTER

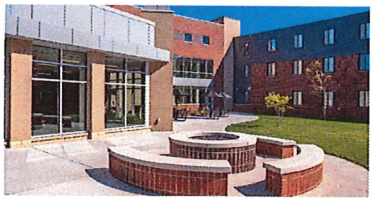
Location: Allendale, Michigan
Size: 145,000 SF
Project Type: New Construction
Project Cost: $33 Million

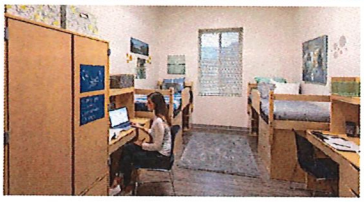
In April 2015, Erhardt began construction of a $33 million residence hall and academic building for Grand Valley State University, a move that provided space for students seeking housing on the Allendale campus. It primarily serves freshmen students and is located near other residence halls that also serve first-year students

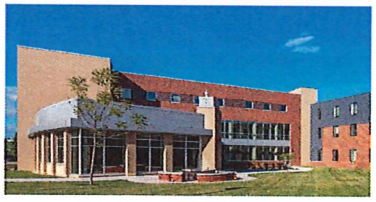
The new housing facility accommodates 498 students in traditional-style bedroom units. It also has study and lounge areas, laundry facilities, game room, outdoor recreational space, and light deli food service.

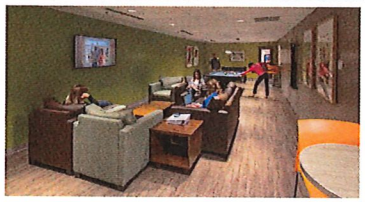
The building features an academic "living-learning center," that includes three classrooms, computer lab, student interaction space, media room, and faculty offices. The residence hall was completed in August of 2016, ready to receive students for the new academic school year.

Erhardt CONSTRUCTION









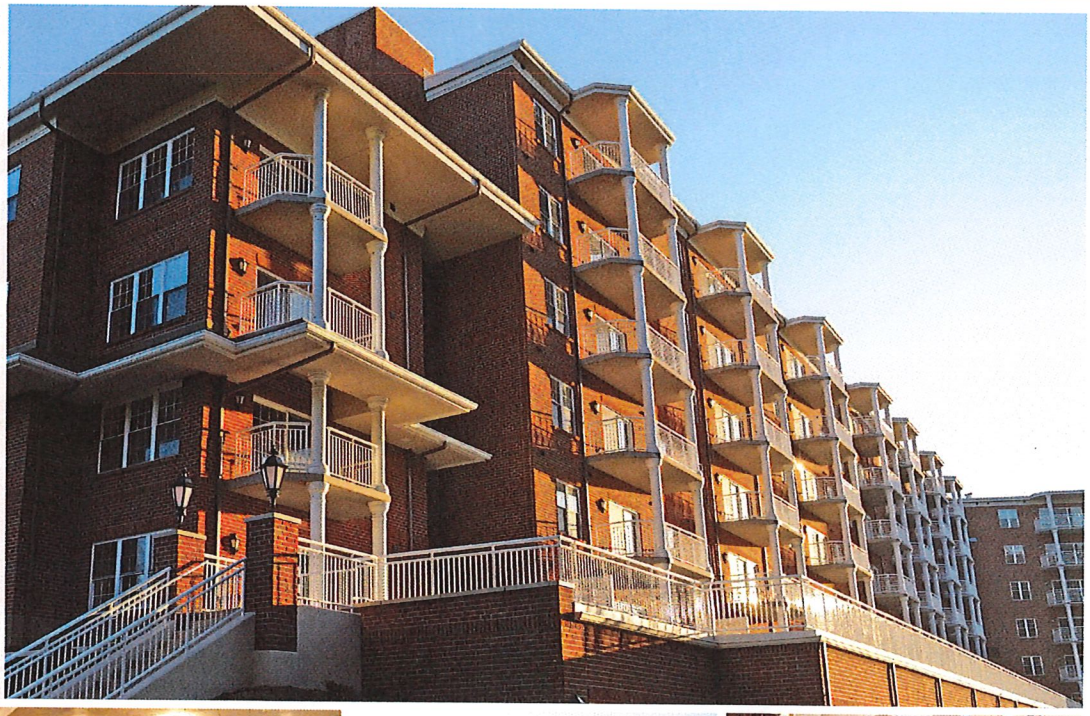
HOLLAND HOME SENIOR LIVING - BRETON RIDGE

Location: Kentwood, Michigan
Size: 452,000 SF
Project Type: New Construction
Project Cost: $36 Million

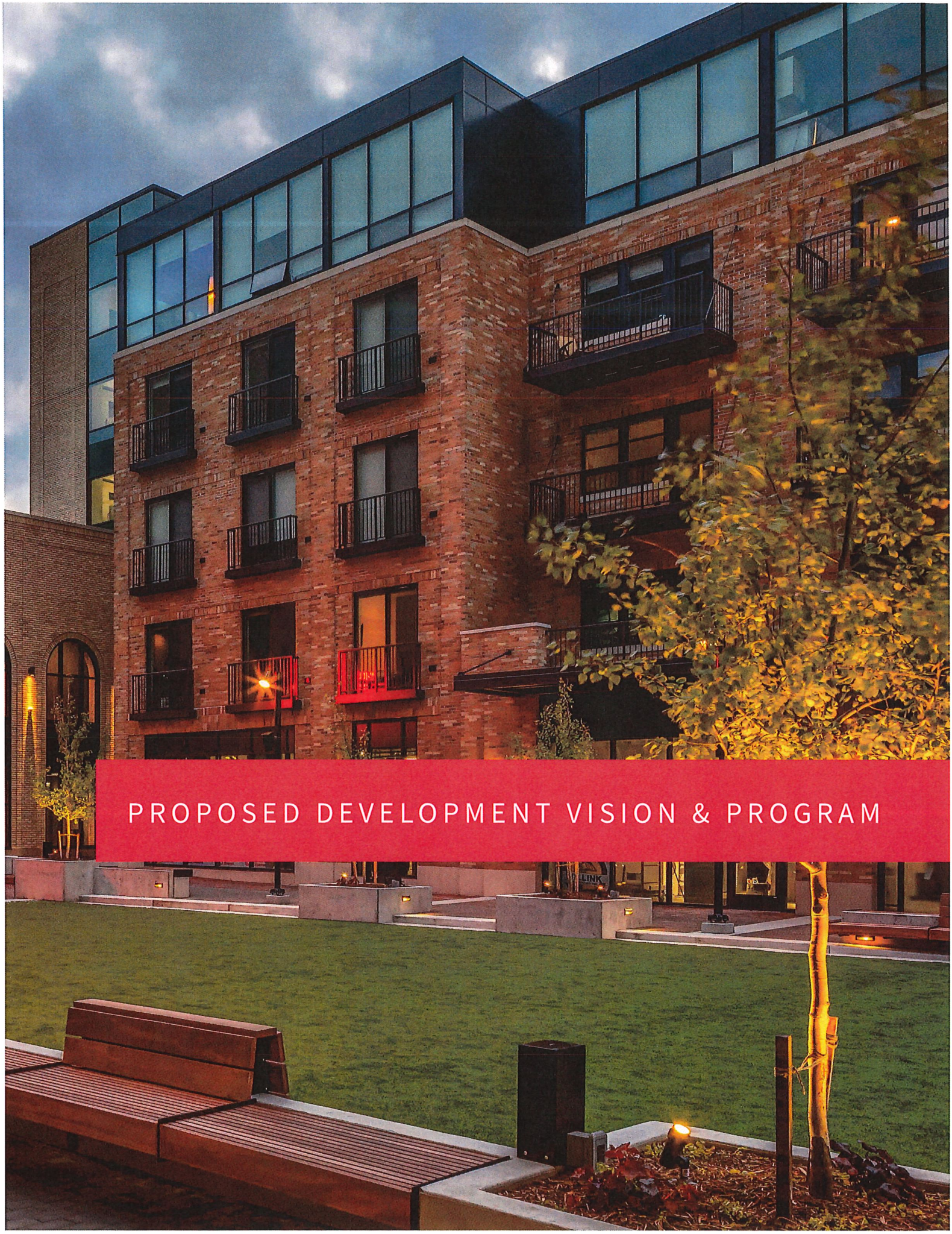
This extension of Holland Home's Breton Terrace campus includes a prestigious 7-story, 303,000 SF facility constructed in two phases. Phase I includes the construction of 123 resident condominiums, underground parking, and campus community space. With the construction of Phase II, an additional wing provides 149,000 SF and 92 resident condominiums. Community spaces include a chapel, exercise room, dining facility, and a retail store where light refreshments, such as ice cream or a cup of cappuccino can be enjoyed. There is also a billiards room and a library.

Extensive studies were conducted to determine the extent of affordable amenities that could be supported by the sales and revenue of the individual living units. Through value engineering and pricing, additional living units were designed as walkouts, lower level parking was designed under only two of the three building wings, and the balance of the parking requirements were located adjacent to the facility and supplemented by enclosed garages constructed at-grade.

Erhardt CONSTRUCTION



Studio Park
Apartments & Entertainment
(Integrated Architecture)



PROPOSED DEVELOPMENT VISION & PROGRAM

DESIGN NARRATIVE FOR 1095 THIRD STREET

Our primary objective was to focus on a unique housing solution for the initial phase, which includes the repurposing of 1095 Third Street. This was crafted in the context of an overall redevelopment of the entire available parcel extending to Muskegon to the north and along Houston to the west. Our goals, we feel, align with your stated objectives. These include:

- Creative and attainable urban living option, with emphasis on livability and convenience.
- Maximizing density in unique adaptive reuse concept
- Activating an otherwise inactive corner with 24 hours use
- Re-establishing the corridor edges on Houston and Third Street

SITE DESIGN

The site master plan serves to re-establish the open edges along Houston and Third Streets with architecture to complement the existing two-story building that we will be converting to apartment uses.

To respond to the residential-scaled structures to the west on Houston, our plan includes eight two-story townhouses.

To the north, on Third Street/Muskegon corner, we envision a three to four-story mixed-use building with grade-level retail/ restaurant space and apartments above.

Drop off, and parking will be provided internal to the site with access from Third Street and from Houston. Currently, 48 on-site parking spaces are planned in the master plan.

BUILDING DESIGN

Phase 1 of this project will be the adaptive reuse of what we will call 1095 Third, the existing two-story structure on the corner of Third and Houston. The main and upper levels total approximately 26,400 square feet, and the building includes a basement area of just under 26,00 square feet.

Our initial phase in the project was to get as much-needed housing as possible into 1095 Third. We chose to retain the existing primary interior circulation elements (stair and elevator) and create a new primary entrance for residents on the northwest corner, proximate to a proposed drop-off and the on-site parking area.

The main level is planned as (16) one-bedroom apartments and (1) studio for a total of 17 units. Most units will have in-unit washers and dryers; however, to maximize livable space and stay efficient, many units will be able to use communal laundry facilities. Each floor has accommodations for communal laundry, a small lounge space, and indoor secure bike storage.

Residents' primary entry will be a new entry lobby on the northwest corner of the building proximate to the existing elevator and stair and parking. This will include a small lobby with seating as well as a mail and package delivery room. A secure secondary entry will also be provided on the Houston Street elevator.

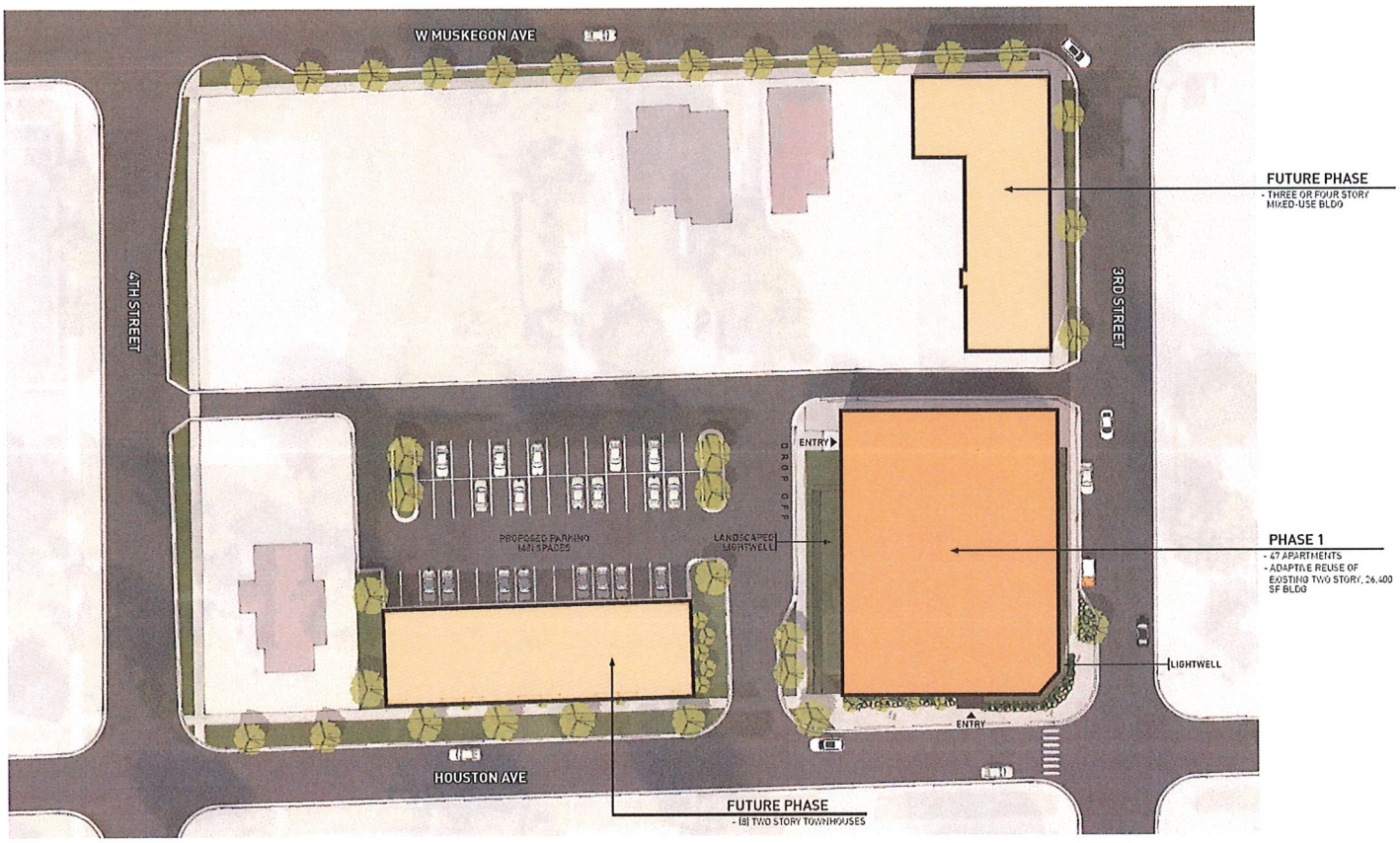
The upper level is a very similar layout with (17) one-bedroom units and (1) studio for a total of (18) units. The same accommodations will be provided on this level.

The basement level is currently planned with up to (12) units. (5) units are planned on the west side of the building, with a new light well provided to allow ample access to light and ventilation on the west wall. (7) units are potentially an option along the east elevation with a light well. The cost and logistics of these (7) units are still in the evaluation stage. On this level, in addition to the planned apartments, there will be additional resident storage areas available and accommodations for building mechanical systems.

Our exterior is still being evaluated; however, we anticipate paying homage in part to the original design with a fresh approach. We plan to emphasize the original horizontal expression with our material application and window placement. Our concept is an all residential one, so the exterior expressions on each floor are more similar.

The result will be a re-established, active community within the community, providing a new life to this existing City structure, with the overall vision to continue to bring much needed and attainable workforce housing and retail to this area of the city.

SECTION II: PROPOSED DEVELOPMENT VISION AND PROGRAM



INTEGRATED ARCHITECTURE

CONCEPT PLAN | SITE LAYOUT

0' 20' 40' 80'

THIRD STREET REDEVELOPMENT - MUSKEGON, MI | 21 OCT 2021 20210903 1

	TOTAL FLOOR AREA (GSF)	TOTAL UNIT AREA (GSF)	UNIT BREAKDOWN			
			STUDIO (360 SF)	1BR (540-760 SF)	2BR (1030 SF)	TOTAL
BASEMENT	12450	8470	-	10	2	12
1ST LEVEL	13300	10080	1	16	-	17
2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

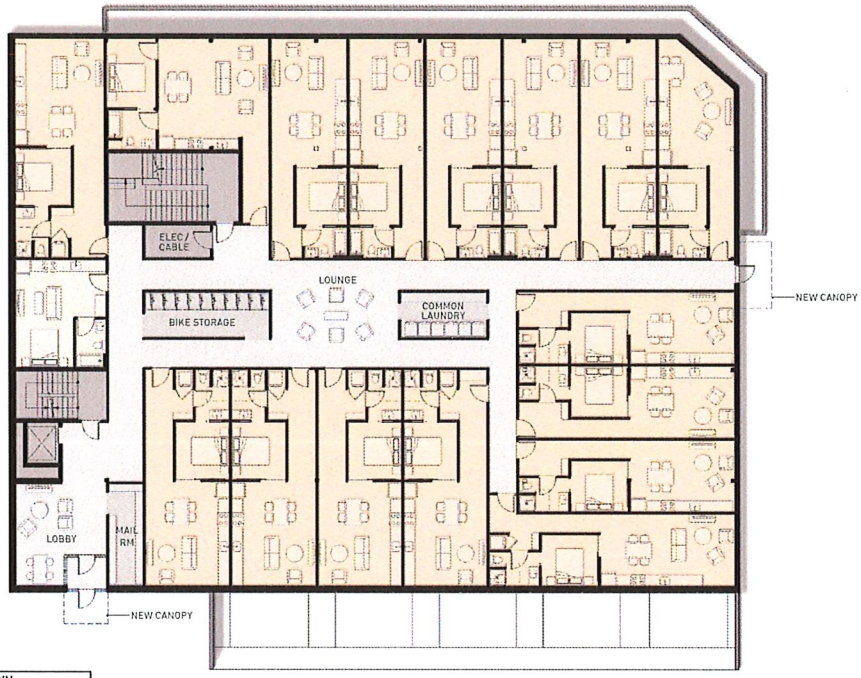
STUDIO UNIT
1-BEDROOM UNIT
2-BEDROOM UNIT

INTEGRATED ARCHITECTURE

CONCEPT PLAN | BASEMENT

0' 8' 16' 32'

THIRD STREET REDEVELOPMENT - MUSKEGON, MI | 21 OCT 2021 20210903 2



	TOTAL FLOOR AREA (GSF)	TOTAL UNIT AREA (GSF)	UNIT BREAKDOWN			
			STUDIO (360 SF)	1BR (540-760 SF)	2BR (1030 SF)	TOTAL
BASEMENT	12450	8470	-	10	2	12
1ST LEVEL	13300	10080	1	16	-	17
2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

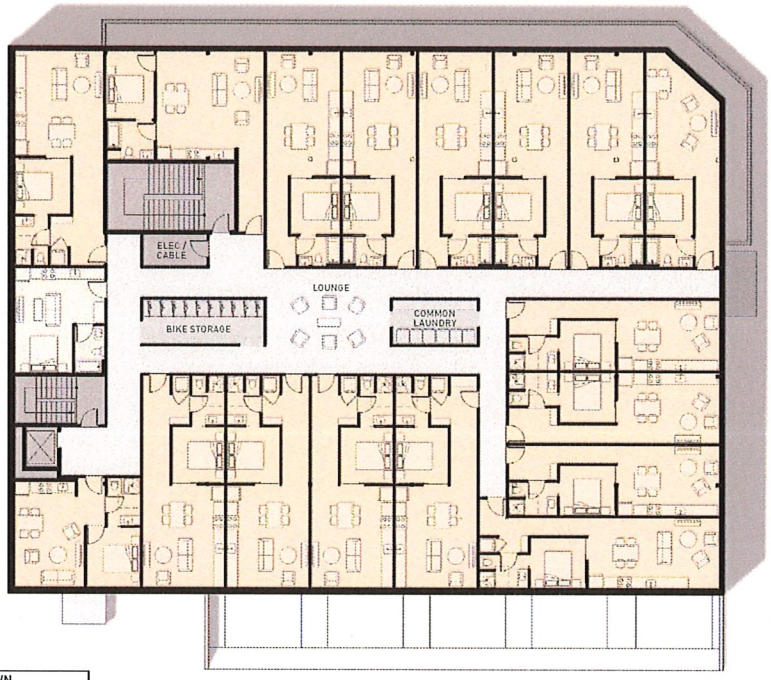
STUDIO UNIT
1-BEDROOM UNIT
2-BEDROOM UNIT

INTEGRATED ARCHITECTURE

CONCEPT PLAN | 1ST LEVEL

0' 8' 16' 32' N

THIRD STREET REDEVELOPMENT - MUSKEGON, MI | 21 OCT 2021 20210903 3



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2ND LEVEL	13220	10600	1	17	-	18
TOTAL	38970	29150	2	43	2	47

STUDIO UNIT
1-BEDROOM UNIT
2-BEDROOM UNIT

INTEGRATED ARCHITECTURE

CONCEPT PLAN | 2ND LEVEL

0' 8' 16' 32'

THIRD STREET REDEVELOPMENT - MUSKEGON, MI | 21 OCT 2021 20210903 4

INTEGRATED ARCHITECTURE

HOUSTON & THIRD | CONCEPTUAL EXTERIOR

THIRD STREET REDEVELOPMENT - MUSKEGON, MI | 21 OCT 2021 20210903

5

616 Lofts on Michigan
(Integrated Architecture)

FINANCIAL STABILITY

FINANCIAL STABILITY OF SUBURBAN PROPERTY, LLC

Suburban Property, LLC has over 15 years of experience. Further information is available to discuss in-person.

LEGAL FIRM NAME AND HEADQUARTERS/LOCAL ADDRESS

Suburban Property, LLC
9500 Cascade Road SE
Ada, MI 49301

BUSINESS STATUS

Privately-Owned LLC
Established 2005 in Michigan

KEY FIRM CONTACT NAME(S)

Shaun Burket
Owner

FINANCIAL STABILITY OF INTEGRATED ARCHITECTURE

Integrated Architecture, LLC was incorporated in 1988 and has experienced over 33 years of growth and prosperity. The President of the company is one of the two original founders, Michael Corby. He is nationally recognized and licensed in several states. Integrated Architecture operates with conservative financial principals and team management that is committed to profitably, positive cash flow, and low debt service. The company maintains strong credit relations and has a high liquidity ratio.

LEGAL FIRM NAME AND HEADQUARTERS/LOCAL ADDRESS

Integrated Architecture, LLC
840 Ottawa Avenue
Grand Rapids, MI 49503
p: 616-574-0220
f: 616-574-0953
www.intarch.com

BUSINESS STATUS

Privately-Owned LLC
Established 1988 in Michigan

KEY FIRM CONTACT NAME(S)

Mike Corby, FAIA, LEED AP
President

Tim Mustert, AIA
Architectural Principal

Scott Vyn, LEED AP
Design Principal

Freyling Mendels
Mixed Use Development
(Integrated Architecture)

FINANCIAL STABILITY OF ERHARDT CONSTRUCTION

Erhardt Construction was founded in 1962 and has experience with urban projects dating back to the 1970s. Please review the letter on page 43 stating our financial capabilities and bonding capacity. Further information is available to discuss in-person.

LEGAL FIRM NAME AND HEADQUARTERS/LOCAL ADDRESS

Erhardt Construction Company
6060 Fulton Street East
Ada, MI 49301
p: 616-676-1222
f: 616-676-1676
www.erhardtcc.com

BUSINESS STATUS

Corporation
Established 1962 in Michigan

KEY FIRM CONTACT NAME(S)

Ben Wickstrom, P.E.
President & CEO

Taggart Town
Vice President

Ryan Formsma
Vice President of Business Development

Stan Elenbaas
Vice President of Estimating

Arlen-Dean Gaddy
Director of Market Strategy

TRAVELERS

Christopher J. Ashley
Account Executive
Travelers Bond & Financial Products
1441 W. Long Lake Rd., Ste. 300
Troy, MI 48098
Phone: 248-312-7953
Fax: 866-216-5992
E-mail: cashley@travelers.com

February 26, 2021

Re: Erhardt Construction Company

To Whom It May Concern:

We are pleased to share with you our experience as surety for the Erhardt Construction Company. We consider Erhardt Construction Company, one of our most outstanding and valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Travelers Casualty and Surety Company of America provides the Erhardt Construction Company, with a single project surety capacity of $100,000,000 and an aggregate surety program of $150,000,000.

Please note that the decision to issue performance and payment bonds is a matter between Erhardt Construction Company and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Travelers Casualty and Surety Company of America carries an AM Best Rating of A++ and Financial Category size of XV. The Travelers Company is authorized to issue individual bonds in excess of $2 billion by the Federal Government.

If you have any questions please do not hesitate to contact me as we are pleased to share with you our experience with this fine organization.

Best regards,

Christopher J. Ashley

Christopher J. Ashley

Contact Information

Shaun Burket
Suburban Property, LLC | Developer & Lead Entity Representative
(616) 291-1768
shaun@suburbanlandscapesmi.com

Mike Corby, FAIA, LEED-AP
Integrated Architecture | President
(616) 574-0220
mcorby@intarch.com

Ryan Formsma
Erhardt Construction | VP of Business Development
D (616) 825-2908
rformsma@erhardtcc.com

SUBURBAN PROPERTY LLC

INTEGRATED ARCHITECTURE

GRAND RAPIDS, MICHIGAN | INTARCH.COM

Erhardt CONSTRUCTION

ADA, MICHIGAN | ERHARDTCC.COM

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 23, 2022	Title: STOP Violence Against Women Grant
Submitted By: Interim Director Andrew Rush	Department: Public Safety

Brief Summary: The Michigan Department of Health and Human Services (MDHHS) Division of Victim Services has approved a fourth year of grant funding in the amount of $211,884 for two detectives to be assigned to a multi-jurisdictional violence against women task force. Public Safety seeks approval to accept the funds and sign the contract.

Detailed Summary & Background:

With STOP Violence Against Women grant funding from MDHHS, the Muskegon Police Department, Norton Shores Police Department, and Muskegon Prosecutor's Office established a Violence Against Women Task Force in October of 2020. Two detectives from Muskegon PD, two from Norton Shores PD, and two prosecutors make up the task force. The task force works collaboratively to investigate and support victims of domestic violence, sexual assault, and stalking cases from all Muskegon County jurisdictions.

MDHHS has offered each governmental unit a fourth year of funding from October 1 through September 30 with a required 25% match. Funding was approved for two detectives, grant administration, and victim support items. The total project cost for the City of Muskegon is $282,512, where MDHHS will provide up to $211,884. A match is only necessary on funds used. Full contract details, program requirements and budgeted items are attached.

Goal/Focus Area/Action Item Addressed:

Quality of Life (Goal 1), Community Connection (Goal 3)

Amount Requested: Receipt of up to $211,884.00 with a 25% match requirement	Amount Budgeted:
Fund(s) or Account(s): 101-301-703-000630	Fund(s) or Account(s): 101-301-703-000630

Recommended Motion: To accept the 2023 Stop Violence Against Women Grant and authorize staff to sign the contract.

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

For City Clerk Use Only:

Commission Action:

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
City of Muskegon
933 Terrace St
Muskegon MI 49440 1348
Federal I.D.#: 38-6004522, Unique Entity Identifier: NVASZGCGV2Z5
hereinafter referred to as the "Grantee"
for
STOP Violence Against Women Grant - 2023
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2022, whichever is later, and continue through September 30, 2023. No activity will be performed and no costs to the state will be incurred prior to October 1, 2022 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2022, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $282,512.00. Under the terms of this Agreement, the Department will provide funding not to exceed $211,884.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

The Agreement is designated as a:
X Subrecipient relationship (federal funding); or
Recipient (non-federal funding).

The Agreement is designated as:
Research and development project; or
X Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by $10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is the implementation of comprehensive strategies to stop violence against women that are sensitive to the needs and safety of victims and that hold offenders accountable.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Patsy Baker Manager (517) 335-3705
bakerp2@michigan.gov

Name Title Telephone No. Email Address

9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Kenneth Grant Administrator

Name Title

ken.grant@shorelinecity.com (231) 724-6932

E-Mail Address Telephone No.

10. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
City of Muskegon

Andrew Rush Division Director

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 08/15/2022

Jeanette Hensler, Grants Division Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The

template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
   a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
   b. Ensure the subrecipient complies with all the requirements of this Agreement.
   c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
   d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
   e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
    b. A criminal Proceeding;
    c. A parole or probation Proceeding;
    d. A Proceeding under the Sarbanes-Oxley Act;
    e. A civil Proceeding involving:
        1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability; or

2. A governmental or public entity's claim or written allegation of fraud; or
3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the http://egrams-mi.com/mdhhs website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
   a. Holding or acquiring an interest that would conflict with this Agreement;
   b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
   c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
   d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
   a. If the Grantee has a documented policy related to travel

reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

b. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.

c. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
   a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
   b. Grantee's gross revenue from federal awards was $25,000,000 or more; AND
   c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
   c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
   a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG

20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

c. Employers Liability Insurance or Governmental Self-Insurance.

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

a. ICHAT: http://apps.michigan.gov/ichat

b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.

6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which

prohibits discrimination based on race, color or national origin;

b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. <u>Debarment and Suspension</u>

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will

prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

a. Contains additional non-conflicting provisions not set forth in this Agreement;

b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or

c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.

4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.

5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.

2. Funding from this Agreement must not be used for the purchase of foreign goods or services.

3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.

4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.

5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under

this Agreement.

2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

   For the purpose of this Agreement the term "confidential information" means all information and documentation that:

   a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
   b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
   c. Should reasonably be recognized as confidential information of the disclosing party;
   d. Is unpublished or not available to the general public; or
   e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

   a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
   b. Already in the possession of the receiving party without an obligation of confidentiality;
   c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
   d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
   e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by,

through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, http://www.opm.gov, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's

assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.

b. A hearing by an impartial official.

c. An opportunity for the Grantee to examine the Department's associated records.

d. An opportunity for the Grantee to present evidence in person or in writing.

e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.

f. Grantee representation by an attorney and presentation of witnesses if necessary.

5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and

objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: https://www.michigan.gov/sigmavss.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

   The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

   A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

   Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective :	Continued Operation of the Muskegon Justice for Women Task Force
Activity :	Assign personnel, equipment, and facility
Responsible Staff :	Director of Public Safety
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	Assignment of two detectives to the STOP Grant Muskegon Justice for Women Task Force - Expected 100% each quarter Issuance of job-related equipment - Expected 100% each quarter Central facility to operate - Expected 100% each quarter
Measurement :	Personnel assignment (2 detectives assigned equals 100%). Equipment issued (combined gear to perform duties, e.g., MCT, cell phone, vehicle equals 100%) Central Facility (a location, where the entire STOP grant task force can work, equals 100%)

Objective :	Vertical Investigation / Prosecution
Activity :	Detectives will manage assigned cases from initial assignment through final court disposition
Responsible Staff :	Detective Bureau Sergeant
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	Increase percentage of CSC cases resulting in a charge being issued from 19% to 24% Increase percentage of DV cases resulting in a charge being issued from 58% to 63% Maintain 80% vertical investigation and prosecution rate
Measurement :	Measurement for the first two expected outcomes will be a simple comparison of the number of (x) resulting in charges out of the possible (y) The third measurement will be the percentage of cases assigned to the STOP Grant Detectives

Objective :	Coordinate with human service organizations
Activity :	Work with local human service organizations to provide trauma-informed care
Responsible Staff :	STOP Grant Detectives
Date Range :	10/01/2022 - 09/30/2023
Expected Outcome :	Percentage of CSC cases where The Muskegon Sexual Assault Response Team is utilized, expected 100% Percentage of MSART general board meeting attended by STOP Grant Detective or designee, expected 100% Percentage of assigned complaints where a victim service advocate is utilized, expected 100%
Measurement :	This is a simple comparison of (x) results out of the potential (y) opportunities for each expected outcome.

B1 Attachment B1 - Program Budget Summary

PROGRAM STOP Violence Against Women Grant - 2023			**DATE PREPARED** 8/15/2022	
CONTRACTOR NAME City of Muskegon			**BUDGET PERIOD** From : 10/1/2022 To : 9/30/2023	
MAILING ADDRESS (Number and Street) 933 Terrace St			**BUDGET AGREEMENT** ☑ Original ☐ Amendment	**AMENDMENT #** 0
CITY Muskegon	**STATE** MI	**ZIP CODE** 49440-1348	**FEDERAL ID NUMBER** 38-6004522	

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary and Wages	166,785.00	125,088.00	41,697.00	0.00
2	Fringe Benefits	98,227.00	73,671.00	24,556.00	0.00
3	Employee Travel and Training	0.00	0.00	0.00	0.00
4	Supplies and Materials	3,000.00	2,250.00	750.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	0.00	0.00	0.00	0.00
7	Communications	0.00	0.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Client Assistance - Rent	0.00	0.00	0.00	0.00
12	Client Assistance - All Other	14,500.00	10,875.00	3,625.00	0.00
13	Other Expenses	0.00	0.00	0.00	0.00
14	Volunteer Salary and Wages	0.00	0.00	0.00	0.00
15	Volunteer Fringe Benefits	0.00	0.00	0.00	0.00
16	Volunteer Training	0.00	0.00	0.00	0.00
Total Program Expenses		282,512.00	211,884.00	70,628.00	0.00
TOTAL DIRECT EXPENSES		282,512.00	211,884.00	70,628.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan (CAP)	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00

	Category	Total	Amount	Cash	Inkind
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		**282,512.00**	**211,884.00**	**70,628.00**	**0.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	MDHHS State Agreement	211,884.00	211,884.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	70,628.00	0.00	70,628.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Volunteer	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	282,512.00	211,884.00	70,628.00	0.00
	Totals	282,512.00	211,884.00	70,628.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary and Wages**								
	Case Worker	1.0000	81643.000	0.000	FTE	81,643.00	61,231.00	20,412.00	0.00
	Case Worker	1.0000	81643.000	0.000	FTE	81,643.00	61,232.00	20,411.00	0.00
	Program/Project Manager	1.0000	1894.000	0.000	FTE	1,894.00	1,421.00	473.00	0.00
	Financial Analyst/Specialist	1.0000	1605.000	0.000	FTE	1,605.00	1,204.00	401.00	0.00
Total for Salary and Wages						166,785.00	125,088.00	41,697.00	0.00
2	**Fringe Benefits**								
	Composite Rate-Case Worker 1 Notes : Composite Rate contains: Medicare, Workers Compensation Premium, Pension/ Employer Retire Contribution, Life Insurance Premium, Dental Insurance Premium, Health Insurance Premium, Long-Term Disability Premium, State Unemployment Insurance	0.0000	100.000	38685.000		38,685.00	29,014.00	9,671.00	0.00
	Composite Rate-Case Worker 2 Notes : Composite Rate contains: Medicare, Workers Compensation Premium, Pension/ Employer Retire Contribution, Life	0.0000	100.000	58560.000		58,560.00	43,920.00	14,640.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	Insurance Premium, Dental Insurance Premium, Health Insurance Premium, Long-Term Disability Premium, State Unemployment Insurance								
	Composite Rate-Program/ Project Manager Notes : Composite Rate contains: Medicare, Workers Compensation Premium, Pension/ Employer Retire Contribution, Life Insurance Premium, Dental Insurance Premium, Health Insurance Premium, Long-Term Disability Premium, State Unemployment Insurance	0.0000	100.000	626.000		626.00	470.00	156.00	0.00
	Composite Rate-Financial Analyst Notes : Composite Rate contains: Medicare, Workers Compensation Premium, Pension/ Employer Retire Contribution, Life Insurance Premium, Dental Insurance Premium, Health Insurance Premium, Long-Term Disability Premium, State Unemployment	0.0000	100.000	356.000		356.00	267.00	89.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	Insurance								
Total for Fringe Benefits						98,227.00	73,671.00	24,556.00	0.00
3	**Employee Travel and Training**								
4	**Supplies and Materials**								
	Office Supplies	0.0000	0.000	0.000		3,000.00	2,250.00	750.00	0.00
5	**Subawards - Subrecipient Services**								
6	**Contractual - Professional Services**								
7	**Communications**								
8	**Grantee Rent Costs**								
9	**Space Costs**								
10	**Capital Expenditures - Equipment & Other**								
11	**Client Assistance - Rent**								
12	**Client Assistance - All Other**								
	Transportation (taxi, rideshare)	0.0000	0.000	0.000		3,000.00	2,250.00	750.00	0.00
	Safety Costs Notes : Safety Related Items for Victims – Extension cords for security cameras that the prosecutor provides, door replacement, door locks, window alarms, etc.	0.0000	0.000	0.000		7,500.00	5,625.00	1,875.00	0.00
	Emergency Phone and Food for Victims	0.0000	0.000	0.000		4,000.00	3,000.00	1,000.00	0.00
Total for Client Assistance - All Other						14,500.00	10,875.00	3,625.00	0.00
13	**Other Expenses**								
14	**Volunteer Salary and Wages**								
15	**Volunteer Fringe Benefits**								
16	**Volunteer Training**								
Total Program Expenses						282,512.00	211,884.00	70,628.00	0.00
TOTAL DIRECT EXPENSES						282,512.0	211,884.00	70,628.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
						0			
INDIRECT EXPENSES									
Indirect Costs									
1	**Indirect Costs**								
2	**Cost Allocation Plan (CAP)**								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						**282,512.00**	**211,884.00**	**70,628.00**	**0.00**

B3 **Attachment B3 - Equipment Inventory Schedule**
Attachment B3 - Equipment Inventory Schedule

C **Attachment C - Performance Report Requirements**
Attachment C - Performance/Progress Report Requirements

E **Attachment E - Program Requirements**
Attachment E - Program Specific Requirements

Division of Victim Services Grant Programs

STOPL/STOPC Grant

PROGRAM SPECIFIC REQUIREMENTS
2023

NOTE: *Please reference the DVS Grantee Guidelines for additional information.

A. Expectation of Inclusion

The Grantee understands, acknowledges, and respects the uniqueness of individuals and families served. Services and supports offered shall respect the differing realities, values, and beliefs of victims/survivors with a consistent promotion of non-violent inclusionary practices. The Grantee shall utilize intervention strategies and supports that will honor and respect the individual cultures, needs, and identities of victims/survivors and their loved ones (including linguistic, geographic, religious, economic, ethnic, racial, developmental, disability, sexual orientation, and gender identity) in a safe, inclusive, and welcoming environment.

B. Client Records – (STOPL and STOPC grantees exempt)

For each eligible client served under this Agreement, the Grantee shall maintain client case records including significant contacts with the victim/survivor and significant events including at a minimum: *

1. Documentation of services eligibility.
2. Reason victim/survivor is seeking assistance.
3. Demographic information when available (e.g., age, gender, etc.)
4. Date/times of contacts and services provided.
5. Units/length of service provided.
6. Options presented/services explained, information/referrals provided, and safety planning.
7. Method of service delivery (e.g., in person, phone, videoconference).
8. Other material related to this Agreement as may be specified by Michigan Department of Health and Human Services (MDHHS)-DVS.

C. Credentials

The Grantee shall assure that appropriately credentialed or trained staff/volunteers under its control, including Grantee employees, volunteers and/or subgrantees, shall perform functions under this Agreement.

The Grantee shall assure that staff, including those who are credentialed and/or licensed, performing functions under this Agreement be specifically trained to provide services to the target population. Training should include at a minimum:

1. The Grantee shall follow acceptable practices for, and document, the orientation, development and basic introductory training of staff and volunteers. Training content must be compatible with the Division of Victim Services (DVS) philosophy and be provided to those individuals providing services under this Agreement. The DVS philosophy can be found in the DVS Grantee Guidelines.

2. New staff must be fully trained before providing services.

3. All DVS-funded grant administrators and/or identified Civil Rights Officer must complete the required training on federal civil rights laws and non-discrimination provisions of DOJ implementing regulations once per grant period.

4. Grantee shall provide, and document, in-service training opportunities for staff on an on-going basis (including clinical supervision and peer review, if appropriate).

5. The Grantee shall ensure that all staff providing services under this Agreement be specifically trained in the crime victim area to be served under this Agreement as defined in Attachment E. See Grantee Guidelines for training requirements.

D. <u>Program Administration and Service Delivery</u>

The Grantee shall provide programming designed to comply with the following expectations.

1. All services provided in this contract shall be:
   a. Provided free of charge.
   b. Voluntary. Participation in services cannot be required or conditional for future/other services
   c. Client-centered, non-judgmental, culturally responsive, inclusive.
   d. Empowering to individuals served.
   e. And compatible with the DVS Guiding Statement

2. DVS grantees must adhere to the DVS Grantee Guidelines.

3. The Grantee shall notify the MDHHS-DVS, in writing, of organizational changes. *

4. DVS-funded organizations, with the exception of Federally recognized Tribes, must report any conflicts or potential conflicts of interest to DVS. *

5. The Grantee shall provide administrative oversight according to the following guidelines:

a. Assume full responsibility for the day-to-day management of the organization.
b. The administration of staff and volunteers is conducted in accordance with applicable professional, ethical, and legal principles.
c. Funding expended as a part of this grant must be accounted for and tracked separately from other funding used to support the Grantee and Grantee activities. *

6. Annual health and safety inspections are required at every location in which DVS-funded client services are physically being provided. Public/Governmental buildings where shelter/residential services are not provided do not need a separate inspection Grantees must maintain a record of inspections for locations where an inspection is required. *

7. Service(s) may be subcontracted, with approval, if the Grantee can demonstrate that this would lead to a more effective method of service delivery for clients.

8. The Grantee shall ensure that policies/procedures are in place as outlined in the FY 2023 DVS Grantee Guidelines. Annual certification is required. *

9. Fiscal Accountability*
   a. Ensure that all income generated as a direct result of service provided in this Agreement shall be accounted for and must be used for the purposes and under the conditions of this Agreement.
   b. Grantee may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
   c. It is the Grantee's responsibility to ensure budgeted expenses comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses, and have documented prior approval, as needed, when the budget is submitted for review. It is the Grantee's responsibility to ensure budgeted expenses comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses, and have documented prior approval, as needed, when the budget is submitted for review.
   d. Grant funds may be used only for the purpose in the Grantee's approve application. The Grantee shall not undertake any work or activities that are not described in the grant application and that use staff, equipment, or other goods or services paid for with grant funds without prior written approval from MDHHS.

e. Grantee shall comply with the following regarding agreement and/or budget modifications.
   1. Changes made to the scope of the approved project, without prior written approval from MDHHS, will not be funded as part of the project.
   2. A deviation allowance modifying an established budget category between $1,501 -$9,999 or 5%, whichever is greater, is allowable only with written approval of the MDHHS-DVS. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.
   3. Deviation Allowance as defined in the DHHS grant boilerplate.

f. Grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
   1. Separate accountability of receipts, expenditures, disbursements and balances. MDHHS recommends creating an account in the accounting system for each grant using the grant number provided by MDHHS.
   2. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity
   3. Data and information for each expenditure and match contribution with proper reference to a supporting voucher or bill properly approved.
   4. After the fact timesheets describing work activity, signed by the employee and supervisor, to document time personnel worked on grant related activities per 2 C.F.R. § 200.430. Match hours must be documented in the same manner. Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed. *
   5. Maintenance of payroll authorizations and vouchers.
   6. Maintenance of records supporting charges for fringe benefits.
   7. Maintenance of inventory records for equipment purchased, rented, and donated.
   8. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
   9. Provisions for payment by check.
   10. Maintenance of travel records (i.e., mileage logs, gas receipts).
   11. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
   12. Cash from grant funds may not be given directly to service participants.
   13. The Grantee shall not exceed a consultant rate of $650 per day or $81.25 per hour.

g. Misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under this award, and civil and/or criminal penalties. Although a Grantee's budget is approved reported expenses are subject to audit and must comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses. Certain expenses may require prior approval, which should be in writing from MDHHS.
h. It is the Grantee's responsibility to ensure budgeted expenses comply with Federal regulations, the terms of the agreement, and other policy impacting the allowability of expenses, and have documented prior approval, as needed, when the budget is submitted for review.
i. The Grantee shall not purchase promotional items for distribution or fundraising using contract funds. *

E. Criminal Background Check Written Policy

The Grantee must have a written policy describing the criteria on which its determinations to hire shall be made in the event of positive background check findings and must document the basis for each determination.

F. Inclusivity of Services

This Agreement is subject to the following terms and conditions:

1. The Grantee may not exclude, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, disability, sexual orientation or gender identity in any program or activity funded in whole or in part with funds made available under this grant.

2. The Grantee will take reasonable steps to provide services and information in appropriate languages, other than English, to ensure that persons with limited English proficiency are effectively informed and can effectively participate in and benefit from its programs, services, and activities.

3. Program facilities must allow for full participation of clients with a variety of special needs.

4. The organization recruits a diverse staff that is reflective of the community, clients served, and geographic area in which the organization is located.

G. Audit Requirements

The following provision is added to Part 2, General Provisions, I. Responsibilities – Grantee, Section G, Audits.

Financial Review

Grantees with annual agency/organization budget of $300,000 in the fiscal year or less must submit to the Department of Health and Human Services a Financial Review prepared in accordance with Statement on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA.

Financial Audit and Agreed Upon Procedures

Grantees with an annual agency/organization budget of more than $300,000 in the fiscal, regardless of funding source, but that do not meet the threshold for a single audit, must submit to MDHHS a Financial Audit prepared in accordance with Generally Accepted Auditing Standards.

In addition, the auditor will perform agreed upon procedures related to the audit report. The auditor will select a sample of expenditures from the Salary, Supply and Miscellaneous line items, and any other major costs charged to the DVS-funded grant(s).

Auditors shall test the allowability of these selected costs in accordance with the criteria stated in the DVS contract and approved budget to determine if charges were allowable to the DVS-funded program.

The agreed upon procedures report will disclose the total amount of costs tested and itemize all costs by grant type charged to the DVS-funded grants that do not meet the definition of allowable costs. Both the type of cost and the amount of cost must be reported.

The agreed upon procedures will accompany the audit report with the same agreed upon due dates.

Financial Review and/or Financial Audit materials must be submitted annually within 180 days after the end of the Grantees' fiscal year.

Agency responsibility for Review, Audit and Agreed Upon Procedures

When submitting a Financial Review, or Financial Audit and Agreed Upon Procedures, Grantees must also submit a corrective action plan for any review or audit findings that may negatively impact MDHHS-funded programs including, but not limited to, fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions.

H. Client Confidentiality

The Grantee shall maintain client confidentiality consistent with 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA) at all times by restricting the use or disclosure of information concerning service and/or service participants, informing victims/survivors of any requests for information, and before releasing any information requiring a signed, voluntary, time-limited, written client consent that includes a statement informing individuals that opting not to sign the release does not prohibit or restrict their access to services. Confidentiality Provision refers to 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA).

Law enforcement and prosecution grantees must adopt policies and practices that protect victim privacy to the extent allowable. However, the confidentiality provisions found in 28 CFR § 95.115 (VOCA); 34 USC § 12291(b)(2) (VAWA); 42 USC § 10401 (FVPSA) do not apply to grantees engaged in prosecution or investigative activities or traditional victim witness assistance at police departments and prosecutor's offices.

I. Assisting victims with applying for compensation benefits

DVS grantees must provide assistance to potential recipients of crime victim compensation benefits (including potential recipients who are victims of federal crime) in applying for such benefits. *

J. General Terms and Conditions

Grantees must comply with the applicable federal Special Conditions. The special conditions reference the recipient or any subrecipient. The recipient is the State of Michigan. Subrecipients include grantees and any organization for which the grantee has subcontracted funding for program implementation. DHHS grant agreements, found in Egrams, identify the funding supporting each agreement. To identify the Special Conditions that apply to your DVS grant you must know the federal grant name and applicable grant year. If you are unsure which federal grant, grant year and/or conditions apply to your award, the information can be found in Egrams in your grant award, or you may contact your grant analyst.

K. Special Conditions

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

2. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the withholding of award funds, disallowed costs, or suspension or termination of the award. OVW/OJP also may take other legal action as appropriate.
3. By acceptance of this award grantees agree to follow the applicable set(s) of terms and conditions that are available at michigan.gov/crimevictim/termsandconditions.

L. Grant Specific Requirements

1. Grantees must maintain documentation that cases are allowable under grant and consistent with proposed grantee project. Cases must be limited to domestic violence, dating violence, sexual assault, and stalking as defined:

    a. Domestic Violence – includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies.

    b. Dating violence – means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

        (i) the length of the relationship.

        (ii) the type of relationship; and

        (iii) the frequency of interaction between the persons involved in the relationship.

    c. Sexual assault – means any attempted or committed nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

    d. Stalking – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (A) fear for his or her safety or the safety of others or (B) suffer substantial emotional distress.

2. Grantees must certify annually that:

a. They have fully implemented the use of Track-Kit if proposing a non-tribal law enforcement project.

b. They do not charge a fee for service of Personal Protection Orders (PPO).

3. All criminal justice projects must engage in trauma-informed victim-centered/offender-focused practices. Practices and policies shall:
   a. Prioritize victim/survivor safety,
   b. Provide victims (or surviving family members) with meaningful, safe, and authentic options about participation in the criminal justice process,
   c. Take steps to minimize re-traumatizing victims or surviving family members,
   d. Center investigations/prosecutions on the choices and actions of offenders rather than victim behavior and choices,
   e. Recognize that many domestic violence and sexual assault offenders are serial offenders and may have multiple victims, and
   f. Embrace a multi-disciplinary approach to victim response.

4. Unallowable activities <u>include</u>:

   a. Investigation or prosecution of child abuse or child sexual abuse.
   b. Prevention education programs and crime prevention activities.
   c. Couples counseling, family counseling or any other manner of joint victim-offender counseling as a routine or required response to sexual assault, domestic violence, dating violence or stalking, or in situations in which child sexual abuse is alleged.
      i. Offering or ordering anger management programs for offenders as a substitute for batterers intervention programs.
   d. Research
   e. The following activities/ projects are unallowable for <u>non-tribal</u> applicants:
      i. The development of major training curricula for law enforcement or prosecution, except when that training/curriculum is incidentally necessary to implement a policy or protocol developed or updated with grant funds
      ii. Projects to identify and conduct inventories of untested and backlogged sexual assault evidence kits
      iii. Projects solely or primarily addressing the investigation or prosecution of cold domestic violence or cold sexual assault cases.
      iv. Batterer intervention programs
      v. Restorative justice initiatives

5. Unallowable Expenses*

a. Salaries and fringe benefits of grant writers or other staff who do not directly contribute to the implementation of the program
b. Physical modifications to buildings, including minor renovations (such as painting or carpeting); and construction.
c. Purchase of real property
d. Service of Personal Protection Orders (PPO)
e. Law enforcement equipment, including uniforms, safety vests, shields, weapons, bullets, and armory. Vehicles, including law enforcement vehicles (vehicles cannot be used as match), vessels or aircraft; unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles
f. Property loss
g. Funding for buy-back and/or confidential informant purposes
h. Food/beverages costs for any meeting, training, conference or any event including bar charges/alcoholic beverages
i. Costs incurred outside the project period
j. Cash to clients
k. Lobbying
l. Credit card fees
m. Entertainment costs
n. Fines and penalties
o. Fundraising
p. Immigration fees
q. Tips and gratuities
r. State and local sales taxes
s. Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc.~~)~~
t. Administrative costs, however, up to 5% of an administrative staff person's salary may be charged for reporting purposes
u. Media campaigns
v. Development of written materials

6. Direct service staff shall be provided initial and ongoing training

Participate in MDHHS-DVS designated training and or technical assistance provided free of charge by the Prosecuting Attorney's Association of Michigan (PAAM) and/or the Michigan Commission on Law Enforcement Standards (MCOLES) and must budget for staff travel for at least 3 days of off-site training.

A. Project Coordination

One of the fundamental purposes of VAWA is to give an equal voice to victim advocates in establishing the priorities for funding within a state. Not all victims of violence against women seek help from the criminal justice system; many instead turn to shelters, rape

crisis centers, and other programs for assistance. As a result, meaningful collaboration, defined in an up to date, signed Memorandum of Understanding with the community/tribal based domestic violence and/or sexual assault program in the geographic services area is required.

I. Match Requirements

Matching contributions of 25% (cash or in-kind) of the total cost of the project (STOP grant award amount plus local match) are required from non-tribal applicants. Tribes are exempt from the match requirement. See the chart below to calculate required match amount. Match must meet the following criteria:

- Be derived from non-federal sources.
- Follow the same requirements and restrictions as funds allocated under the STOP Grant and must be documented in financial and programmatic reports.
- Be equivalent or less than fair market value if using in-kind match.
- Be directly related to the project goals and objectives.
- Be clearly documented showing the source, amount and timing.

Calculate Match Formula:

- Step 1 Grant Request Amount ÷ % of Federal Share = Total (Adjusted Project Cost).
- Step 2 Total (Adjusted) Project Cost x % of Recipient's Share = Required Match.

Examples of allowable match expenses:

- Office space and utilities for the project
- Supervision and project consultation
- Additional officer time related to project if not paid with federal funding
- Office supplies

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 08/23/22	Title: Amendment to the zoning ordinance – minimum housing unit sizes
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to amend section 2319 of the zoning ordinance to reduce the minimum size requirements for one and two family dwelling units from 850 sf of living area to 550 sf (total) and to also change the minimum size requirements for more than two dwelling units (multi-family) from 650 sf of living area to 375 sf (total).	
Detailed Summary & Background: The Planning Commission will hold a public hearing regarding the case on August 11.	
Goal/Focus Area/Action Item Addressed: Goal 2: Economic Development, Housing, and Business/Diverse Housing Types/2.3 Increase Variety of Housing Types/2.4 Develop Subsidies to Improve Housing Affordability	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to amend section 2319 of the zoning ordinance to reduce the minimum size requirements for single-family houses, rowhomes, duplexes, and small multiplexes (up to 6 units) from 850 sf of living area to 550 sf (total) and to also change the minimum size requirements for large multiplexes (6 units and above) and mixed-use buildings from 650 sf of living area to 375 sf (total).	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ■ Information Technology ☐	Guest(s) Invited / Presenting Yes

Other Division Heads ☐ Communication ☐ Legal Review ☐		No ☐
For City Clerk Use Only: Commission Action:		

Planning Commission Excerpt

Hearing, Case 2022-22: Staff-initiated request to amend section 2319 of the zoning ordinance to reduce the minimum size requirements for single-family houses, rowhomes, duplexes and small multiplexes (up to 6 units) from 850 sf of living area to 550 sf (total) and to also change the minimum size requirements for large multiplexes (6 units and above) and mixed-use buildings from 650 sf of living area to 375 sf (total).

SUMMARY

1. In an effort to address housing affordability and to provide residents with a wide range of housing choices, staff is proposing to reduce the minimum housing size requirements listed in the Residential Design Criteria section of the zoning ordinance.
2. Currently, single-family houses and duplexes are required to have a minimum living area (excluding all basement area) of 850 sqft for a one bedroom dwelling. For each bedroom thereafter, an additional 100 sqft of living space is required.
3. Living area is defined in the zoning ordinance as the area in a dwelling unit included in the determination of occupancy restrictions. It includes the sum of floor areas of bedrooms, and common living areas. The floor area of storage areas and closet, basements without a second egress, attached garages, breezeways, and enclosed and unenclosed porches shall be excluded.
4. Staff is proposing to reduce the minimum size of single-family houses, rowhomes, duplexes and small multiplexes (up to 6 units) to 550 sqft total (excluding all basement area) per unit, measured by the outside dimensions of the building, not by using the "living area" definition in the zoning ordinance. There would also be a stipulation that structures under the current minimum size of 850 sqft, which are to be placed on large lots, must be placed on the property in a way as to leave room for a potential lot split, if the property is large enough to split under its zoning designation regulations.
5. Staff is proposing to reduce the minimum size of apartment units in large multiplexes (6 units and above) and mixed-use buildings from 650 sqft of living space to 375 sqft total. The current size requirements are too large for developers to be able to provide traditional studio apartments.
6. Staff is only proposing the reduction in these minimum size requirements and to keep the rest of the residential design criteria section the same.

Current ordinance excerpt:

SECTION 2319: [RESIDENTIAL DESIGN CRITERIA]

In the case of a one (1) family or two (2) family dwelling unit which is of standard construction, a mobile home, a premanufactured, or a precut dwelling structure, and any additions or alterations thereto, erected or placed in the City of Muskegon, other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. The dwelling unit shall have a minimum living area (excluding all basement area) of eight hundred and fifty (850) square feet for a one (1) bedroom dwelling. For each bedroom thereafter, an additional 100 square feet of living space shall be provided.

In the case of a multi-family (more than 2 units) dwelling structure which is of standard construction, a mobile home, a premanufactured, or a precut dwelling structure, and any additions or alterations thereto, erected or placed in the City of Muskegon, other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum living area (excluding all basement area) of six hundred and fifty (650) square feet for a one (1) bedroom unit, of eight hundred and seventy-five (875) square feet for a two (2) bedroom unit, and of twelve hundred (1200) square feet for a three (3) bedroom unit. For each bedroom thereafter, an additional 100 square feet of living space shall be provided.

Proposed ordinance:

All single-family houses, duplexes, rowhouses and small multiplexes (3-6 units), other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum size of 550 sqft, excluding all basement area.
2. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners discretion.

All dwelling units within large multiplexes (6 units and above) and mixed-use buildings shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum size (excluding all basement area) of 375 sqft.
2. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners discretion.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend the section 2319 of the zoning ordinance to reduce the minimum size requirements for single-family houses, rowhomes, duplexes and small multiplexes (up to 6 units) from 850 sf of living area to 550 sf (total) and to also change the minimum size requirements for large multiplexes (6 units and above) and mixed-use buildings from 650 sf of living area to 375 sf (total).

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

All single-family houses, duplexes, rowhouses and small multiplexes (3-6 units), other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

3. Each dwelling unit shall have a minimum size of 550 sqft, excluding all basement area.
4. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners discretion.

All dwelling units within large multiplexes (6 units and above) and mixed-use buildings shall conform to the following regulations in addition to all other regulations of this Ordinance:

3. Each dwelling unit shall have a minimum size (excluding all basement area) of 375 sqft.
4. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners discretion.

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 23rd day of August 2022, 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: _____, 2022. _____

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 August 23, 2022, the City Commission of the City of Muskegon adopted an ordinance to amend All single-family houses, duplexes, rowhouses and small multiplexes (3-6 units), other than a mobile home located in a licensed mobile home park approved under the provisions of Article V, MHP Mobile Home Park Districts, shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum size of 550 sqft, excluding all basement area.
2. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners discretion.

All dwelling units within large multiplexes (6 units and above) and mixed-use buildings shall conform to the following regulations in addition to all other regulations of this Ordinance:

1. Each dwelling unit shall have a minimum size (excluding all basement area) of 375 sqft.
2. If a principal structure is less than 850 sqft and is to be located on a lot that is large enough to split under the zoning regulations, it must be placed in such a fashion as to allow enough room to split the lot and create an additional buildable lot. The lot does not actually have to be split at the time of construction and may be done at a later date at the property owners discretion.

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 _____, 2022. 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: 08/23/22	Title: Planned Unit Development at 2033 & 2044 Lakeshore Dr
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Request for final Planned Unit Development approval for a micro-lodging development at 2033 and 2043 Lakeshore Dr, by Tiny Diggs Muskegon LLC.

Detailed Summary & Background:

The development consists of 10 micro-lodging rental units at the corner of Lakeshore Dr/Moon St. The units are 212 sqft in size and will be placed 10 feet apart from each other. Parking will be located off-site behind Ghezzi's market. The Planning Commission will hold a public hearing regarding the case on August 11. Staff has recommended the addition of five canopy trees to be placed in the terrace along Moon St.

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion: To adopt the resolution and approve the final PUD at 2033 and 2043 Lakeshore Dr with the addition of five canopy trees to be located in the terrace along Moon St.

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

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

Guest(s) Invited / Presenting

- Yes ■
- No ☐

For City Clerk Use Only:

Commission Action:

Planning Commission Excerpt

Hearing, Case 2022-21: Request for preliminary and final Planned Unit Development approval for a micro-lodging development at 2033 and 2043 Lakeshore Dr.

SUMMARY

1. The properties are zoned FBC-Lakeshore Commercial (2033 Lakeshore Dr) and FBC-Lakeshore Mixed Residential (2043 Lakeshore Dr). Both lots measure 60'x 120' for a total land area of 7,200 sqft. The property at 2033 Lakeshore Dr is currently vacant and the property at 2043 Lakeshore Dr contains a rental house, which will remain.
2. Please see the enclosed site plan.
3. The project includes the addition of 10 micro-lodging units and a storage shed. The lodging units measure 212 sqft and the shed measures 240 sqft. The lodging units will be constructed off site and then be brought on site, where they will be hooked up to electric, water and sewer. They will be placed on site in site in phases and it is anticipated that all 10 units will be located on site within 18 months.
4. There are no proposed parking spaces on site. The applicant has an agreement with Ghezzi's Market to utilize the extra parking spaces behind their building. It should also be noted that on-street parking is not required within the form based code district. There is an existing curb cut at 2033 Lakeshore Dr that will be replaced with new curbing.
5. A trash enclosure will be placed off the alley next to the shed.
6. A landscaping plan was not submitted but the applicant has agreed to place canopy trees in the terrace along Moon St. The ground cover will be grass with walking paths.
7. Notice was sent to all properties within 300 feet. At the time of this writing, staff had received one comment from the public. Please see the enclosed letter from Ellen Davis.

2033 & 2043 Lakeshore Dr with one micro-lodging unit on site

PROPOSED
TINY HOUSE
SHORT TERM RENTALS

8½ x 25' TINY HOUSES

12' x 20' LINEN SHED

EXISTING CURB
GREEN SPACE

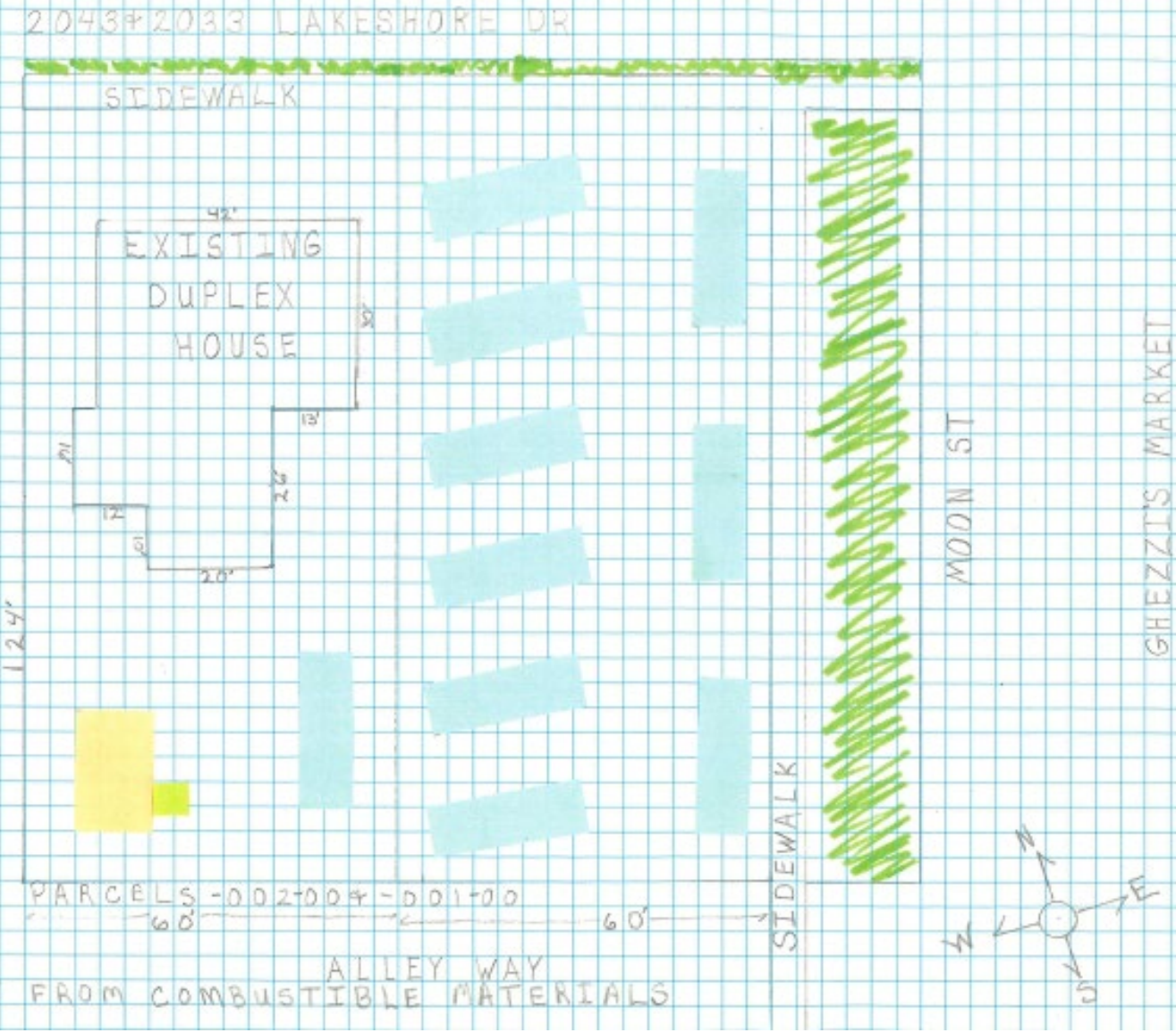
TRASH ENCLOSURE

2 LOTS 60' X 124' EACH

□ = 4'

PROPOSAL SUBMITTED
BY
PAM & BRUCE WESTRA
616 402 2650
1204C-2 W WESTERN
MUSKEGON MI 49441

SETBACKS FROM LINE
ALLEY WAY 4'
LAKESHORE DR ~~10~~ 8'
WEST LINE 8'
MOON ST 4'
10' SETBACK AT LEAST FROM COMBUSTIBLE MATERIALS



CITY OF MUSKEGON
RESOLUTION #2022-

RESOLUTION TO APPROVE THE FINAL PLANNED UNIT DEVELOPMENT FOR
2033 & 2043 LAKESHORE DRIVE

WHEREAS, a petition for final Planned Unit Development approval for a micro-lodging development at 2033 and 2043 Lakeshore Dr has been received; and,

WHEREAS, proper notice was given by mail and publication and public hearings were held by the City Planning Commission and by the City Commission to consider said petition, during which all interested persons were given an opportunity to be heard in accordance with provisions of the Zoning Ordinance and State Law; and.

WHEREAS, the Planning Commission and staff have recommended approval of the Final Planned Unit Development and associated site plan with the condition that five canopy trees be added in the terrace along Moon St; and

NOW, THEREFORE, BE IT RESOLVED that the recommendation by staff and the Planning Commission be accepted and the final Planned Unit Development is hereby approved with the following condition: that five canopy trees be added in the terrace along Moon St and an updated landscaping plan is approved by staff;

Adopted this 23rd day of August 2022

Ayes:

Nays:

Absent:

By:_____
Ken Johnson
Mayor

Attest:_____
Ann Meisch
Clerk, City of Muskegon

CERTIFICATE
(Final PUD at 2033 & 2043 Lakeshore Dr)

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 a resolution adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 23rd day of August, 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2022. _____

Ann Meisch
Clerk, City of Muskegon