CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 26, 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.** **2022 Justice Assistance Grant (JAG)** Public Safety
    - **C.** **Uncollectible Accounts** Finance
    - **D.** **Certification of MERS Representatives** Finance
    - **E.** **Haunted Fields Cannabis Event** DPW
    - **F.** **MDNR Conversion Assistance RFQ** DPW/Parks
    - **G.** **Parks Concession Policy** DPW/Parks
    - **H.** **Sherman Boulevard Scrap Tire Grant** DPW/Engineering
    - **I.** **Concession Agreement – Baby Suga's** DPW
    - **J.** **Beachwood Park Fitness Equipment** DPW
    - **K.** **LAF Grant** City Clerk
    - **L.** **Amendment to the Zoning Ordinance - Critical Dunes** Planning
      2nd READING
- □ **PUBLIC HEARINGS:**
- □ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

□ **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: July 26, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the June 16, 2022 Special Meeting and the June 28, 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:	

<u>CITY OF MUSKEGON</u>
<u>SPECIAL CITY COMMISSION MEETING</u>

June 16, 2022 @ 3:00 pm
Muskegon City Hall, 933 Terrace Street, Muskegon, MI 49440
Conference Room 204

MINUTES

Present: Mayor Johnson, Vice Mayor German, Commissioners Emory, St.Clair, and Gorman.
Absent: Commissioners Hood and Ramsey.

<u>Meeting with Michigan Municipal League for City Manager Recruitment</u>

The Commission met with Joyce Parker of MML to discuss the position of City Manager. Commissioners were asked to present their ideas on a job description, position salary & benefit summary, and develop a profile.

Advertisement will take place with MML, ICMA, and organizations that provides support in the professional position.

Ms. Parker explained how the review of resumes and selection of finalists happens, as well as the interviews to be conducted in a public setting.

Some suggestions added by Commissioners are as follows:

A Masters in Public Administration or related field is desired.

Leadership in local government is desired.

Experience with advancing equity issues, environmental sustainability, bargaining agreements, and willingness to the live in the City is desired.

Under skills and abilities, they wish the candidate to promote growth and change with empathy, social resilience, ability to listen and hear residents and employees and to create positive cultural change.

PUBLIC PARTICIPATION - None.

ADJOURN at 4:00 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 28, 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, June 28, 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, Eric Hood, Rachel Gorman, Rebecca St.Clair, and Michael Ramsey, Interim City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Teresa Emory

PUBLIC COMMENT ON AGENDA ITEMS: Public comments received.

2022-61 CONSENT AGENDA:

A. <u>Approval of Minutes</u> City Clerk

SUMMARY OF REQUEST: To approve the minutes of the May 24, 2022 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. <u>Mercy Health Arena ADA Upgrades – Contract Award</u> Arena and Public Works

SUMMARY OF REQUEST: Upon previous approval at the February 8, 2022 Commission Meeting, Spark43 and Coalition Companies proceeded with designing and bidding the ADA and necessary Life safety upgrades to the Arena and infrastructure/utility upgrades to Thayer Street. The design is now complete and competitive bids have been solicited for the work.

Bids were solicited for the construction project at the Arena & Thayer. ADA upgrades will be made to the alley, restrooms will be accessible from the street, the out of code stairs will b replaced with anew set that includes a storage area. Utilities along Thayer will be replaced, including the water main, water services and appurtenant parts. The bid tabulation is provided.

The arena portion of this project is proposed for funding through ARPA Dollars as noted in the February 8, 2022 Commission item, alternatively and if awarded RAP (Revitalization and Placemaking) Grant dollars can be utilized though the grant award is still several months away, if the project is selected.

AMOUNT REQUESTED: $788,550	AMOUNT BUDGETED: $750,000
FUND OR ACCOUNT(s):	FUND OR ACCOUNT(s):
590-UNASSIGNED (Thayer)=$113,156	590-UNASSIGNED (Thayer)=$100,000
590-UNASSIGNED (Thayer)=$113,156	590-UNASSIGNED (Thayer)=$100,000
254-UNASSIGNED (ARPA)=$562,239	254-UNASSIGNED (ARPA)=$550,000

STAFF RECOMMENDATION: Authorize staff to proceed with the project utilizing the recommended sub-contractors for a total amount not to exceed $788,550.

D. Concession Agreement – Frostbite Shaved Ice Public Works

SUMMARY OF REQUEST: Staff is seeking permission to enter into a contractual agreement with Justin Hawkins of "Frostbite Shaved Ice" at various locations including Sheldon, Campbell, and Pere Marquette Parks.

Staff is asking permission to enter into a Concession agreement for 2022 with Justin Hawkins of "Frostbite Shaved Ice" at various parks including Sheldon, Campbell, and Pere Marquette Parks. Staff have proposed fees to the City of $1,000 plus 5% of Gross Receipts; the specific proposal is provided. Mr. Hawkins proposes to locate the concession daily depending on weather and traffic in an attempt to maximize sales. Staff will work with Mr. Hawkins to ensure specific locations are safe and accessible.

STAFF RECOMMENDATION: Authorize staff to enter into a Concession Agreement with Justin Hawkins of "Frostbite Shaved Ice" at various locations including Sheldon, Campbell, and Pere Marquette Parks.

F. Swan Alpha Development Agreement Rescission City Manager

SUMMARY OF REQUEST: City Commission previously approve an agreement with Swan Alpha Development to develop 26 new housing units at the former farmer's market site. Staff is seeking approval to rescind the development agreement which has been canceled by the developer.

Following the City Commission's approval of the updated Swan Alpha Development Agreement in December 2020, the developer continued with preconstruction due diligence. The result of that due diligence was the understanding that the development would likely be too expensive to construct because of environmental issues that would require significant expense to remedy. Accordingly, the developer has canceled the agreement. The development agreement contemplated in the City of Muskegon making certain investments in the necessary infrastructure, and $250,000 from the Economic

Development Fund was set aside. That will no longer be necessary.

STAFF RECOMMENDATION: To approve the rescission of the Swan Alpha Development agreement.

H. <u>Sale – 1920 S Getty, 2155 Continental, and 2209 Valley</u> Planning

SUMMARY OF REQUEST: City staff is seeking authorization to sell three of the City owned vacant lots to Garrett Investment Properties LLC.

Garrett Investment Properties LLC will be constructing a total of seven (7) single-family homes on the lots owned by the City of Muskegon. The properties are zoned R-2 (Single Family Residential). There will be five single-family homes constructed on the property at 1920 S Getty with one single-family home constructed on each of the parcels at 2155 Continental and 2209 Valley, they will be sold for 75% of the True Cash Value (TCV) per policy. The total selling price will be $11,550. All of the properties are located in the Brownfield Development area. The homes will be constructed within twenty-four (24) months.

STAFF RECOMMENDATION: To authorize the Code Coordinator to work with the developer and complete the sale of the three City owned buildable lots as described and to have the Mayor and Clerk sign the purchase agreement and deed.

I. <u>First Responder Training and Recruitment Grant Acceptance</u> Public Safety

SUMMARY OF REQEUST: In February, Public Safety applied for grant funds from the First Responder Training and Recruitment grant program. We were one of 60 communities awarded funds out of over 400 applicants. We ask the City Commission to accept $87,065.00 in awarded funds and approve the expenditures as outlined in the grant.

Public Safety was awarded $87,065 from the State of Michigan First Responder Training and Recruitment grant program. The grant proceeds can only be used for the purposes for which they are awarded. Our grant application outlined the funds being used as follows:

- Expand recruitment by sponsoring two law enforcement officer recruits to attend the police academy;
- Improve training and provide additional professional development of all our law enforcement officers by purchasing de-escalation and use of force simulator training equipment (MILO system) and;
- Improve training and proved additional professional development of our firefighters by contracting with a firm to provide ice rescue training.

Category	Item	Description	Total Cost
Salary and Wages	Two MPD Law Enforcement Recruits	$20 per hour, 40 hours per week, for 15-week police academy.	$24,000
Contractual	GVSU Police Academy	Tuition ($7,120), student fee ($1,700), academy uniform ($320) or two recruits	$18,280
Contractual	Dive Rescue International	Ice Rescue Training Student fee ($425) for 20 firefighters	$8,500
Equipment	MILO Judgement and De-Escalation Simulator	MILO Virtual reality simulator equipment to include mobile training system equipment ($20,995) and add on training options equivalent to the equipment used by MPD	$36,285
		Total Grant Request/Award	$87,065

AMOUNT REQUESTED: $87,065 AMOUNT BUDGETED: $0

(100%) reimbursed through grant)

STAFF RECOMMENDATION: To accept the First Responder Training and Recruitment Grant and approve the expenditures as outlined in the grant application.

K. Rezoning 930 W Sherman Boulevard – 2nd Reading Planning

SUMMARY OF REQUEST: Request to rezone the property at 930 W Sherman Blvd from B-2, Convenience and Comparison Business to B-4, General Business, by 930 Sherman, LLC.

The Planning Commission unanimously recommended approval of the rezoning.

STAFF RECOMMENDATION: To approve the request to rezone the property at 930 W Sherman Blvd from B-2, Convenience and Comparison Business to B-4, General Business.

L. Arena Temporary Liquor License City Manager

SUMMARY OF REQUEST: City staff is requesting a temporary outdoor service permit for the Discover Muskegon Festival on July 1 and 2.

STAFF RECOMMENDATION: To approve the application for a temporary outdoor service permit under the city's liquor license at the Trinity Health Arena.

M. <u>Rejection of Demolition Bid</u> Public Safety

SUMMARY OF REQUEST: This is to request that the City Commission reject the Demolition Bid received from Midwest Demolition for 561 Catherine Ave, 275 Myrtle Ave, and 1470 Samburt, and authorize staff to re-bid, and authorize staff to award the bid to the lowest responsible bidder.

FUND OR ACCOUNT: 101-80387-5356

STAFF RECOMMENDATION: To reject the demolition bids received for 561 Catherine, 275 Myrtle, and 1470 Samburt.

Motion by Commissioner Gorman, second by Commissioner Ramsey, to accept the consent agenda as presented, minus item C, E, G, and J.

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

Nays: None

MOTION PASSES

2022-62 REMOVED FROM CONSENT AGENDA:

C. <u>Catamaran Storage</u> Public Works

SUMMARY OF REQUEST: Staff is requesting Commission approval to designate a portion of Harbour Towne Beach for Catamaran use during the sailing season (April – October) and to establish a user fee.

The city previously offered catamaran storage at both Pere Marquette and Harbour Towne; during the previous high water cycles this service was canceled as there was a lack of beach to offer. As the water has receded the opportunity has returned and there are a group of users passionate to see catamarans make their return to the areas.

Staff would not recommend returning the service at Pere Marquette, however utilizing a small portion of Harbour Towne Beach was reviewed by staff and found to be an option that would be considered.

Staff is recommending that an approximately 70FT x 50 FT section of the southerly end of Harbour Towne Beach could be used for his purpose. It is estimate this could accommodate somewhere in the range of ten Catamarans.

Staff is also proposing an annual fee of $400 per boat for the use of this area. Staff will provide no services other than the installation of signs to delineate the designated area. With proceeds contributed toward the General Fund for use in maintaining the areas.

Spaces would be offered on a first come first serve basis up to a maximum of ten catamarans or when the space is full, whichever comes first.

STAFF RECOMMENDATION: To approve the establishment of a catamaran zone at Harbour Towne Beach and establish the user fee at $400/season.

Motion by Commissioner Ramsey, second by Commissioner Hood, to approve the establishment of a catamaran zone at Harbour Towne Beach and establish the user fee at $400/season.

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

Nays: None

MOTION PASSES

E. <u>Watermark Development Agreement Rescission</u> City Manager

SUMMARY OF REQUEST: City Commission previously approved a development agreement for the Watermark Center. Staff is seeking approval to rescind the development agreement.

The agreement and consent assessment approve din January 2021 were never signed by the developer/owner. The property is now under different ownership and is listed for sale.

STAFF RECOMMENDATION: To approve the rescission of the Watermark Development Agreement.

Motion by Vice Mayor German, second by Commissioner St.Clair, to approve the rescission of the Watermark Development Agreement.

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

Nays: None

MOTION PASSES

G. <u>Interim City Manager Stipend</u> City Manager

SUMMARY OF REQUEST: To revise the stipend paid for the additional duties being performed in the Interim City Manager role.

The $300 weekly salary stipend is set to expire June 30, 2022. Due to the level of effort and time commitment required to serve in multiple capacities for an extended period of time, it is being proposed to raise the stipend to $450 per week for another three-month time period, ending September 30, 2022. If the selection for City Manager is not made within this time frame, the salary and benefits will be renegotiated.

AMOUNT REQUESTED: $5,850 AMOUNT BUDGETED: Included in Salary Line

FUND OR ACCOUNT: 101-10172-5100

STAFF RECOMMENDATION: To approve the weekly stipend as presented.

Motion by Vice Mayor German, second by Commissioner St.Clair, to approve the weekly stipend as presented.

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

Nays: None

MOTION PASSES

J. Purchase of 1192/1194 Pine Street Community & Neighborhood Services

SUMMARY OF REQUEST: To purchase the 2 building-3 unit property for the purpose of creating Affordable Housing opportunities for families in need of placement through our local Continuum of Care agencies and maintained by CNS through its City Rental Rehabilitation Program.

Current property is a market-rate and CNS wants to capitalize on creating affordable housing for a vulnerable population of homeless families through the process of the Continuum of Care network. CNS will manage and monitor occupancy through the Rental Rehabilitation Program for income eligible households at 60% AMI and at-risk of homelessness.

AMOUNT REQUESTED: $316,000 AMOUNT BUDGETED: $400,000

FUND OR ACCOUNT: HOME 2020/2021

STAFF RECOMMENDATION: To approve the purchase of 1192/1194 Pine Street for the City of Muskegon to create Affordable Housing for the Continuum of Care (CoC) population through the City's Rental Rehabilitation Program.

Motion by Vice Mayor German, second by Commissioner Hood, to approve the purchase of 1192/1194 Pine Street for the City of Muskegon to create Affordable Housing for the Continuum of Care (CoC) population through the City's Rental Rehabilitation Program.

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

Nays: None

MOTION PASSES

2022-63 UNFINISHED BUSINESS:

A. Transmittal of 2022-23 Proposed Budget Finance

SUMMARY OF REQUEST: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2022-23 which starts July 1, 2022. Both hardcopy and electronic versions of the budget have been distributed to Commissioners. Additionally, the budget is available for inspection on the City's website and at the City Clerk's office.

The proposed budget was reviewed in datil with staff at the June 13, 2022 worksession. A public hearing on the budget was held at the regular Commission meeting on June 14, 2022. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in

June.

STAFF RECOMMENDATION: To approve the proposed budget for fiscal year 2022-23.

Motion by Commissioner St.Clair, second by Vice Mayor German, to approve the proposed budget for Fiscal Year 2022-23.

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

Nays: Ramsey

MOTION PASSES

2022-64 NEW BUSINESS:

A. <u>Housing Board of Appeals Demolitions</u> Public Safety

938 E. Forest Avenue

1945 Reynolds

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structures.

AMOUNT REQUESTED: Bids

FUND OR ACCOUNT: 101-80387-5356

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Ramsey, second by Commissioner Hood, to concur with the Housing Board of Appeals decision to demolish 938 E. Forest.

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

Nays: None

MOTION PASSES

Motion by Commissioner Ramsey, second by Vice Mayor Germ, to concur with the Housing Board of Appeals decision to demolish 1945 Reynolds.

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

Nays: None

MOTION PASSES

B. <u>4th Quarter Reforecast</u> Finance

SUMMARY OF REQUEST: At this time staff is asking for approval of the 4th Quarter Budget Reforecast for the FY 2021-22 budget year.

Highlights of the FY 2021-22 4th quarter reforecast are below:

General Fund

<u>Revenues:</u>

Income Tax collections have been better the projected for the 4th quarter. The Income Tax Revenue has been adjusted up to $9,300,000. Income tax revenue projections were originally budgeted for $9,100,000 this year.

State Replacement Revenue for Personal Property Taxes has been adjusted to $929,000 and they were originally budgeted for $800,000.

Bond Proceeds have been adjusted down to $289,176 from $1,085,275. Most of the revenue was collected in the previous year.

<u>Expenditures:</u>

The Contributions Department budget has been increased by $88,600. Some of the significant changes were primarily for the Neighborhood Associations Grants. Their year-end expenses are expected to be $227,000 and were originally budgeted at $150,000. Port City Football was excluded from the original budget. We are expected to pay them $5,000 this fiscal year. Rate increases were updated to the Muskegon Area Transit (Regular and Micro)

Police and Fire salaries were adjusted up again, based on actual payroll figures.

City Attorney fees are higher based on additional hourly fees. Projected costs through the end of the year is $505,000. The original budgeted amount was $380,000. Last year we paid them $431,002.

STAFF RECOMMENDATION: To approve the 4th Quarter FY2021-22 Budget Reforecast as presented.

Motion by Commissioner St. Clair, second by Commissioner Ramsey, to approve the 4th Quarter FY2021-22 Budget Reforecast as presented.

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

Nays: None

MOTION PASSES

C. <u>2022 Long Term Goal Adoption</u> City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the long-term goals for 2022-2027.

Staff and Commissioners met on April 15, 2022 to create a shared vision of the future with major goals, key objectives, and one-year tasks. After receiving he report from our facilitator, Lew Bender, city division and department heads developed a draft City Commission Vision for 2022-29027. The vision includes four major goals: Destination Community& Quality of Life, Economic Development, Housing, and Business, Community Connection, and Financial Infrastructure. Staff reviewed the draft vision with Commissioners at the June Worksession and have modified the document based on comments received. The final version is presented for approval at this time.

STAFF RECOMMENDATION: To approve the City Commission Vision for 2022-2027.

Motion by Commissioner Ramsey, second by Commissioner Gorman, to approve the City Commission Vision for 2022-2027.

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

Nays: None

MOTION PASSES

2022-65 ANY OTHER BUSINESS:

A. Fire Turn Loan to Museum - Renewal City Manager

SUMMARY OF REQUEST: Staff is seeking approval to renew the loan agreement with the Lakeshore Museum Center for the 1923 American LaFrance Fire Truck and attached equipment.

Since 1990, the city has loaned an older model fire truck to the museum. The truck is insured for up to $50,000.

STAFF RECOMMENDATION: To approve the renewal of the loan agreement with the Lakeshore Museum Center for the 1923 American LaFrance Fire Truck and attached equipment and authorize the City Manager to sign.

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to approve the renewal of the loan agreement with the Lakeshore Museum Center for the 1923 American LaFrance Fire Truck and attached equipment and authorize the City Manager to sign.

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

Nays: None

MOTION PASSES

B. Transfer $100,000 to Budget Stabilization Fund

Motion by Commissioner St.Clair, second by Commissioner Ramsey, to approve transfer $100,000 from our General Fund Surplus to the Budget Stabilization Fund for FY 2021-22.

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

Nays: None

MOTION PASSES

C. <u>Fly Pride Flag Last Day of June</u>

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to fly the LGBTQIA2S+ Progressive Flag for the last day of June 2022.

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

Nays: Hood

MOTION PASSES

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

ADJOURNMENT: The City Commission meeting adjourned at 7:24 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26, 2022	Title: 2022 Justice Assistance Grant (JAG)
Submitted By: Interim Director Andrew Rush	Department: Public Safety

Brief Summary: 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 JAG grant funds.

Detailed Summary: 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.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: 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.

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

Police Dept X

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

2022 Michigan LOCAL JAG ALLOCATIONS				

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the “Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MI	BAY COUNTY	County	*	
MI	BAY CITY	Municipal	$22,007	$22,007
MI	BERRIEN COUNTY	County	$10,163	
MI	BENTON CHARTER TOWNSHIP	Township	$24,442	
MI	BENTON HARBOR CITY	Municipal	$18,227	$52,832
MI	CALHOUN COUNTY	County	*	
MI	BATTLE CREEK CITY	Municipal	$48,689	$48,689
MI	GENESEE COUNTY	County	$10,527	
MI	FLINT CHARTER TOWNSHIP	Township	$23,154	
MI	FLINT CITY	Municipal	$118,208	$151,889
MI	INGHAM COUNTY	County	$15,455	
MI	LANSING CITY	Municipal	$122,184	$137,639
MI	JACKSON COUNTY	County	$19,151	
MI	JACKSON CITY	Municipal	$30,210	$49,361
MI	KALAMAZOO COUNTY	County	$27,270	
MI	KALAMAZOO CITY	Municipal	$86,290	$113,560
MI	KENT COUNTY	County	$35,054	
MI	GRAND RAPIDS CITY	Municipal	$127,531	$162,585
MI	LENAWEE COUNTY	County	*	
MI	ADRIAN CITY	Municipal	$11,171	$11,171
MI	MACOMB COUNTY	County	$24,638	
MI	WARREN CITY	Municipal	$56,808	$81,446
MI	MUSKEGON COUNTY	County	*	
MI	MUSKEGON CITY	Municipal	$22,790	
MI	MUSKEGON HEIGHTS CITY	Municipal	$18,871	$41,661
MI	SAGINAW COUNTY	County	*	
MI	SAGINAW CITY	Municipal	$70,667	$70,667

2022 Michigan LOCAL JAG ALLOCATIONS				

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(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the “Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MI	WAYNE COUNTY	County	*	
MI	CANTON CHARTER TOWNSHIP	Township	$11,227	
MI	DEARBORN CITY	Municipal	$25,142	
MI	DEARBORN HEIGHTS CITY	Municipal	$21,475	
MI	DETROIT CITY	Municipal	$1,148,539	
MI	ECORSE CITY	Municipal	$10,723	
MI	HAMTRAMCK CITY	Municipal	$14,559	
MI	HARPER WOODS CITY	Municipal	$10,779	
MI	HIGHLAND PARK CITY	Municipal	$17,555	
MI	INKSTER CITY	Municipal	$23,154	
MI	LINCOLN PARK CITY	Municipal	$18,871	
MI	LIVONIA CITY	Municipal	$14,867	
MI	REDFORD CHARTER TOWNSHIP	Township	$23,826	
MI	ROMULUS CITY	Municipal	$18,759	
MI	TAYLOR CITY	Municipal	$31,386	
MI	WAYNE CITY	Municipal	$10,135	
MI	WESTLAND CITY	Municipal	$27,186	$1,428,183
MI	EATON COUNTY	County	$13,075	
MI	BURTON CITY	Municipal	$12,879	
MI	MT MORRIS TOWN	Township	$11,423	
MI	GRAND TRAVERSE COUNTY	County	$11,591	
MI	PORTAGE CITY	Municipal	$10,191	
MI	KENTWOOD CITY	Municipal	$16,183	
MI	WYOMING CITY	Municipal	$32,002	
MI	CLINTON TOWN	Township	$28,362	
MI	EASTPOINTE CITY	Municipal	$19,291	
MI	ROSEVILLE CITY	Municipal	$16,855	
MI	STERLING HEIGHTS CITY	Municipal	$18,199	
MI	MECOSTA COUNTY	County	$11,563	
MI	MONROE COUNTY	County	$11,255	
MI	OAKLAND COUNTY	County	$84,918	
MI	SOUTHFIELD CITY	Municipal	$19,431	
MI	WATERFORD TOWN	Township	$12,627	
MI	HOLLAND CITY	Municipal	$11,255	
MI	OTTAWA COUNTY	County	$48,101	

2022 Michigan LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2022 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MI	PORT HURON CITY	Municipal	$19,039	
MI	ST CLAIR COUNTY	County	$15,035	
MI	ANN ARBOR CITY	Municipal	$25,086	
MI	WASHTENAW COUNTY	County	$51,209	
MI	YPSILANTI CITY	Municipal	$19,543	
	Local total		**$2,890,803**	

MEMORANDUM OF UNDERSTANDING
THE CITY OF MUSKEGON
THE COUNTY OF MUSKEGON
THE CITY OF MUSKEGON HEIGHTS

FY 2022 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Regular Funding/Local Solicitation

This Agreement is made and entered into on the ____ day of July, 2022, by and between the County of Muskegon, acting by and through its governing body, the Board of County Commissioners, located at 990 Terrace Street, Muskegon, Michigan 49442 and the City of Muskegon, acting by and through its governing body, the City Commission, located at 933 Terrace Street, Muskegon, Michigan 49443-0536, and the City of Muskegon Heights, acting by and through its governing body, the City Council, located at 2724 Peck Street, Muskegon Hts., MI 49444, all of Muskegon County, State of Michigan, witnesseth:

WHEREAS, the CITY OF MUSKEGON has agreed to serve as the applicant/fiscal agent for the joint funds under the: Edward Byrne Memorial Justice Assistance Grant Program (Local Solicitation) as the Bureau of Justice Assistance has designated the allocation to the law enforcement communities in Muskegon County as a disparate allocation; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the breakdown of allocated funding agreed upon by those entities involved in the disparate funding is $ 22,790 to the CITY OF MUSKEGON and $ 18,871 to the CITY OF MUSKEGON HEIGHTS; and

WHEREAS, the CITY OF MUSKEGON, CITY OF MUSKEGON HEIGHTS and COUNTY OF MUSKEGON believe it to be in their best interests to allocate the JAG funds as specified in this Agreement.

NOW THEREFORE, THE COUNTY OF MUSKEGON, CITY OF MUSKEGON AND CITY OF MUSKEGON HEIGHTS agree as follows:

AGREEMENT

1. THE CITY OF MUSKEGON will act as the fiscal agent/applicant agency.
2. The total eligible joint allocation for the disparate jurisdictions of $ 41,661 will be allocated as follows: COUNTY OF MUSKEGON - $ 0; CITY OF MUSKEGON - $22,790; CITY OF MUSKEGON HEIGHTS - $ 18,871.
3. Each municipality will be responsible for its actions in the use of any equipment purchased under this Agreement and the fiscal agent shall not be liable for any civil liability that may arise from the purchase of the use of the equipment.
4. The CITY OF MUSKEGON HEIGHTS will be responsible for submitting quarterly reports to the CITY OF MUSKEGON by the third day of the month following the quarter in the reporting fashion required by the CITY OF MUSKEGON and for any month in which an expenditure under the grant has occurred the CITY OF MUSKEGON HEIGHTS will submit a reimbursement request to the CITY OF MUSKEGON by the third day of the following month along with backup documentation such as invoices.
5. The CITY OF MUSKEGON HEIGHTS will be responsible for the accuracy of all data submitted to the CITY OF MUSKEGON for submission to the Bureau of Justice

Programs and will be liable for penalties as a result of submitting the data late and for any inaccurate data.

6. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF MUSKEGON passing from this program or from the CITY OF MUSKEGON HEIGHT's expenditure of the JAG funds.

7. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MUSKEGON

Dated:_______________, 2022

By:_____________________________
Robert Scolnik, Chairman
County Board of Commissioners

CITY OF MUSKEGON

Dated:_______________, 2022

By:_____________________________
Kenneth Johnson, Mayor

CITY OF MUSKEGON HEIGHTS

Dated:_______________, 2022

By:______________________________
Walter Watt, Mayor

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 07/26/2022	Title: Uncollectible Accounts
Submitted By: Jessica Rabe	Department: Finance

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

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

Amount Requested: $40,750.14	Amount Budgeted:
Fund(s) or Account(s):482	Fund(s) or Account(s):482

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

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action

CITY OF MUSKEGON FINANCIAL POLICIES

INTRODUCTION

The financial policies presented here set forth the basic policy framework for the financial management of the City of Muskegon. Many of the policies represent long-standing principles, practices, or traditions that have guided the city in the past . They have been brought together in one place to ensure their consistency and to provide Commission and staff a comprehensive reference document for both current and future decision-making. While these policies are intended to provide continuity within a constantly changing environment, it is also intended that they be reviewed regularly and amended as needed.

I. OPERATING BUDGET POLICY

The city shall adhere to the requirements of the State of Michigan "Uniform Budget Act" (P.A. 621 of 1978, as amended).

The budget shall be balanced by Fund. Budgeted expenditures of each fund will be less than or equal to the sum of projected fund balance at the beginning of the fiscal year and all revenues which reasonably can be expected to be received during the fiscal year. It will be the annual goal of the city to match current operating expenditures with current operating revenues for each fund. Where this is not possible due to economic downturn or other factors, the operating deficit (i.e. operating revenues less operating expenditures) will be clearly highlighted.

Budgets will be adopted on a basis of accounting consistent with generally accepted accounting principles. Revenues are budgeted when they become measurable and available and expenditures are charged against the budget when they become measurable, a liability has been incurred, and the liability will be liquidated with current resources.

The budget shall be adopted through a "Resolution of Appropriation." Appropriations will be made at the departmental level for the General Fund Budget and at the fund level for all other budgets. The level of formal appropriation will constitute the "appropriation center" for each fund. Transfers of budgeted funds between appropriation centers will require the formal approval of the City Commission.

The City Manager and city Department Heads are authorized to transfer line-item budget amounts within appropriation centers. Budget transfers between appropriation centers or changes to appropriation center totals require formal amendment by the City Commission, which may be done at any time during the budget year.

Budgets will be carefully monitored throughout the year. Each quarter the budget together with the policies and priorities on which it is based will be thoroughly reviewed by the City Manager to determine whether changes are necessary. An amended budget will be presented to the City Commission based on this review.

Department Heads are authorized to reallocate budgeted positions between activities under their jurisdiction; however, new positions may only be created with approval of the City Manager and within the budgetary authority approved by the City Commission.

The city will integrate performance measures and objectives into the budget and develop a system to monitor performance in meeting city objectives.

All operating funds of the city are subject to the annual budget process and will be reflected in the annual budget document with the exception of certain “pass-through” funds (such as the current tax fund), trust and agency funds, funds having a separate fiscal year (e.g. CDBG), and non-recurring project and grant funds for which a budget shall be adopted at the time the project is approved.

The enterprise fund and internal service fund operations of the city are to be fully self-supporting, i.e. current revenues will cover current expenditures, debt service, and capital costs.

The city’s budget will portray both direct and indirect costs of programs whenever practical.

As permitted by state law (P.A. 30 of 1978), the city will fund a separate Budget Stabilization Fund for the purpose of ensuring that adequate funding is available to maintain the level of municipal services in the event of a major revenue loss.

CONTINGENCY ACCOUNT

A “contingency” line-item will be included in the General Fund Budget for unforeseen operating expenditures. The amount of the contingency account will not exceed five percent (5%) of total budgeted expenditures. Use of the contingency account will require formal approval of the City Commission who will authorize the transfer of contingency funds to the appropriation center where the actual cost will be incurred. If in a given year it is determined that other budgeted operating funds require a contingency line-item, the same policy will be followed for these funds.

II. CAPITAL IMPROVEMENTS POLICY

A capital improvement program (CIP) will be developed for a period of five years. The CIP will outline and prioritize all proposed capital projects, including land acquisitions, land improvements, construction projects and equipment purchases having estimated costs over $50,000 and useful lives of four or more years. As resources are available, the most current year of the CIP will be incorporated into the current year of the city’s operating budget. The CIP will be reviewed and updated annually prior to the beginning of the operating budget cycle.

III. REVENUE POLICY

The city will maintain a diversified and stable revenue system to shelter it from short-run fluctuations in any one revenue source. The revenue mix should combine elastic and inelastic revenue sources to minimize the effect of an economic downturn.

The city will estimate its annual revenues by an objective analytical process using the best information available.

The city will establish all user charges at a level related to the cost of providing the services and will annually revise user fees (with review by the City Commission) to adjust for the effects of inflation, program changes or other factors.

The city will set fees and user charges for each enterprise fund, such as the Water Fund and Sewer Fund, at a level that fully supports the total direct and indirect costs of the activity. Indirect costs shall include the cost of annual depreciation of capital assets.

The city will set fees for other user activities, such as recreation services, at a level to support the direct and appropriate indirect costs of the activity.

The city will aggressively pursue collections of delinquent accounts receivable utilizing appropriate legal means (including outside collection agents) to enforce payment of amounts owed.

IV. GENERAL FUND RESERVE POLICY

It will be the city's policy to maintain an unreserved and undesignated General Fund fund balance reserve equal to at least ten percent (10%) of total actual General Fund Expenditures for the preceding year. The fund balance will be maintained to provide sufficient working capital and cash flow for daily financial needs and to help offset significant revenue shortfalls that may occur due to economic changes.

If upon completion of audited financial statements for a given year the actual unreserved and undesignated General Fund fund balance is found to exceed the policy target set above, the "excess" amount shall be transferred to the city's Public Improvement Fund to finance general purpose capital needs.

V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING POLICY

An independent full scope audit of all city funds will be performed on an annual basis. Selection of the independent auditor will be made by the City Commission based on a competitive request for proposal (RFP) process every three to five years.

The city will prepare a Comprehensive Annual Financial Report (CAFR) in accordance with Generally Accepted Accounted Principles (GAAP) as outlined by the Governmental Accounting Standards Board (GASB).

The city shall submit annually its Comprehensive Annual Financial Report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program sponsored by the Government Finance Officers Association. Recommendations made by GFOA reviewers shall be incorporated into the city's CAFR for the subsequent year.

Additionally, upon completion of the annual audit and CAFR, the city will prepare a Popular Annual Financial Report (PAFR) designed to provide citizens and other interested parties with financial information that is easier to understand than that contained in the detailed CAFR. The PAFR will be widely distributed as a supplement with utility bill mailings or other distribution means.

VI. DEBT POLICY

EXTERNAL DEBT

The City of Muskegon will not use long-term debt to finance current operations.

The City of Muskegon will follow a policy of full disclosure and report all material facts about its financial condition in a timely manner.

The retirement of bonds issued by the city (or its authorities) will be equal to or less than the useful life of the project being funded.

Whenever possible the City of Muskegon (including its authorities) will limit its issuance of debt to a maximum of $10 million per year to maintain the yield advantages associated with bank qualified obligations.

The city will structure bond issues to maintain a level or decreasing debt service schedule and maintain debt service payments as a predictable and manageable part of the operating budget.

"Pay-As-You-Go" financing will be used when practical. However, when the city utilizes long-term debt financing it will ensure that the debt is financed soundly by:

- Conservatively projecting revenue sources that will be utilized to repay the debt.
- Financing the improvement over a period not greater than the useful life of the improvement, and
- Determining that the benefits to be derived outweigh the total costs (including interest costs) of the project.

Capital lease, certificates of participation, and lease-purchase financing will be treated as debt financing and be subject to the same policies.

The city (and its Authorities) will normally issue debt through a competitive process in which formal bids will be solicited from as many interested parties as possible. The city will award sale of its bonds to the responsible bidder whose bid produces the lowest "true interest cost" (TIC) to the city over the life of the bond issue.

Under some circumstances, it is in the city's best interest to issue debt through a negotiated sale process instead of using a competitive process. The negotiated sale process will only be used when: 1) the nature of the debt issue is unique and requires particular skills from the investment banks involved, 2) the interest rate environment or other economic factors that may affect the issue are particularly volatile and the negotiated sale process can provide needed stability or, 3) the debt issue is bound by a closing deadline. In all cases where the negotiated process is utilized, the underwriter/manager will be selected by a competitive review of their fees, qualifications, and recent performance.

INTERFUND LOANS

In some situations it may be cost effective to loan money from one city fund to another in lieu of borrowing from external sources. Such interfund loans may only be made with formal approval of the City Commission including establishment of a fixed repayment schedule. Interest on interfund loans will be charged at the rate then available on U.S. Treasury notes having a comparable maturity.

VII. FIXED ASSETS CAPITALIZATION AND DEPRECIATION POLICY

CAPITALIZATION THRESHOLDS

Fixed assets are assets of a long-term character (i.e. a minimum useful life of two years) which are intended to continue to be held and used, such as land, buildings, improvements other than buildings, machinery, vehicles and equipment. This policy is intended to establish guidelines for accounting for, capitalizing and depreciating fixed assets held by the various city funds.

Category	*Capitalization Threshold (Unit Cost)*
Land	$ N/A
Land Improvement	7,500
Buildings	7,500
Equipment	7,500
Vehicles	7,500
Office Equipment and Furniture	7,500

Only those items having *unit* costs in excess of the threshold limits specified above will be considered fixed assets for purposes of city accounting records. Fixed assets in the city's proprietary type funds (i.e. Enterprise, Internal Service) shall be capitalized in the year of purchase and depreciated over their estimated useful lives. Fixed assets of all other funds shall be recorded in the General Long Term Fixed Asset Group of Accounts in the year of purchase and shall not be depreciated. Certain public domain general fixed assets consisting of improvements such as roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and lighting systems are not capitalized.

General fixed assets are valued at historical cost or estimated historical cost if actual cost is not available. Donated assets are valued at their estimated fair value on the date donated. Property and equipment of the enterprise funds and internal service funds are carried at cost.

DEPRECIATION AND ESTIMATED USEFUL LIFE

Depreciation of Fixed Assets in the city's Proprietary Funds shall be accomplished using the simple straight life method. The estimated useful life of assets will be based on IRS policies, past experience, or other reliable sources. Useful lives typically will not exceed fifty (50) years.

VIII. LIABILITY INSURANCE CLAIM SETTLEMENTS

Under the Michigan Municipal Risk Management Authority (MMRMA) program the city is self-insured for the first $75,000 of any single liability claim. A portion of the city's annual "premium" paid to MMRMA is set aside in a reserve account to cover this retained risk and no disbursement can be made from this reserve without prior authorization from the city.

When a claim is made against the city, all pertinent information is turned over to MMRMA. The "claims adjusting" section of MMRMA then investigates the claim thoroughly and recommends a course of action to the city (e.g. deny claim, settle for no more than X dollars, etc.).

The following policy will govern the handling of such liability claims:

- The City Manager or the Finance Director are authorized to approve settlements up to $10,000 provided that the settlement is consistent with the recommendation of the MMRMA.
- Settlements for amounts less than $10,000 which are not consistent with the recommendation of MMRMA may only be authorized with concurrence of the City Attorney and timely notification of the City Commission.
- Proposed claim settlements in excess of $10,000 must be reviewed and approved by the City Commission.

IX. POLICY FOR ADJUSTING UNCOLLECTIBLE ACCOUNTS

During the normal course of conducting its business, the city invoices outside parties for a variety of reasons ranging from taxes, fines, or penalties to the sale of city services or goods. Most billings are paid promptly and the vast majority of those that are not are ultimately collected through discontinuance of service, use of third-party collection services, or other means. However, it is periodically necessary to adjust the city's receivable records by "writing-off" accounts deemed to be uncollectible or by making an adjustment to reflect the negotiated settlement of a disputed account.

The city's policy for adjusting accounts receivable shall be:

> Preliminary authorization for adjustments or write-offs of individual accounts receivable for amounts not in excess of $10,000.00 may be given by the City Manager or other responsible official designated by the City Manager (e.g. the City Treasurer in the case of water bills). At least once each year (or more frequently if deemed necessary) a comprehensive listing of all such accounts together with the reasons the accounts are deemed uncollectible will be presented to the City Commission for review and formal approval.
>
> The adjustment or write-off of individual accounts receivable for amounts in excess of $10,000.00 shall be approved by the City Commission on an individual basis.

Adjustments to accounts receivable which are determined by the City Treasurer to be necessary due to administrative error may be made without going through the procedure outlined above.

X. POLICY FOR ADJUSTING DELINQUENT PERSONAL PROPERTY TAXES

The city's policy for adjusting delinquent personal property taxes shall be as follows:

- A reserve for estimated uncollectible personal property taxes shall be maintained in each fund having delinquent personal property tax receivables. The reserve will be equal to one-half of the fund's delinquent personal property taxes outstanding as of each December 31.
- The city shall only maintain in its general ledger records delinquent personal property tax receivables for the five most recent years. At the close of each fiscal year, the city will write-off any balances remaining uncollected that are more than five years old. Balances written off may be turned over to a private collection agency for additional collection efforts.

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XI. OPERATING FUNDS INVESTMENT POLICY

SCOPE OF POLICY

This investment policy applies to the investment activities of the City of Muskegon, Michigan except for: 1) investments of the City's Police and Fire Pension fund and the City Employees' Pension fund, which are administered separately by their respective boards of trustees and, 2) investments of the following city trust funds whose investment activities are governed by a separate "Trust Fund Investment Policy":

Cemetery Perpetual Care Trust Fund
Hackley Park Memorial Trust Fund
Reese Playfield Trust Fund

STATEMENT OF OBJECTIVES

Safety of principal is the foremost investment objective of the City of Muskegon. Each investment transaction shall seek first to ensure that capital losses are avoided, whether from default or erosion of market value.

A second, closely related, objective of the city's investment program shall be to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. Diversification strategies and guidelines shall be determined and revised periodically by the City Commission.

A third investment objective is to attain an acceptable rate of return on all investments of city funds to the end that earnings from such investments may be anticipated and appropriated by the City Commission as a means of financing municipal programs and services. The city of Muskegon, therefore, seeks to attain at least "market average" rates of return on its operating fund investments, consistent with the constraints imposed by the safety objective, the limitations outlined in this policy, and the cash flow characteristics of the city's portfolio.

A fourth objective of the city's investment activities is to promote the economic and financial development of the local community and, to this end, preference will be given to local financial institutions in the placement of city investments and deposits so long as such preference does not conflict with the safety, diversification, and yield objectives set forth above. The process to be followed in placing deposits and investments is more fully explained in the section of this policy entitled "Selection of Financial Institutions."

STATEMENT OF RESPONSIBILITIES AND DELEGATION OF AUTHORITY

Responsibility for day-to-day management of the investment program is hereby delegated to the Director of Finance who shall establish procedures and internal controls for the operation of the investment program, consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate officials.

In the exercise of this fiduciary responsibility, the Director of Finance shall have the authority to determine which maturity dates, kinds of investment instruments, and which institutions best meet the cash management needs and objectives of the city subject to the provisions of this policy.

The standard of prudence to be used by investment officials shall be the “prudent person” and shall be applied in the context of managing an overall portfolio. Investment officers, or persons performing the investment functions, acting in accordance with written policies and procedures, and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The “prudent person” standard is herewith understood to mean the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

PERIODIC REPORTING

The Director of Finance shall submit monthly to the City Commission a report that summarizes recent investment activities. The report shall describe the portfolio in terms of investment securities, maturities, diversification and other features. The report shall explain the year-to-date total investment return and compare it with relevant performance benchmarks. The market value of the portfolio shall be calculated and reported at least every six months.

ALLOWABLE INVESTMENTS

Operating funds of the City of Muskegon may be invested in the following instruments:

a) U.S. Treasury bills.
b) U.S. Treasury notes or bonds and other obligations of the United States or an agency or instrumentality of the United States (to the extent permitted by state law) maturing within twelve months of the date of purchase, except that investments in the aggregate not exceeding twenty-five percent (25%) of the total investment portfolio, may be placed in such instruments maturing not more than five years from the date of purchase.
c) Bankers’ acceptances of United States banks.
d) Certificates of Deposit, savings accounts, deposit accounts, or depository receipts of banks and other financial institutions as permitted by law.
e) Commercial Paper rated at the time of purchase within the two (2) highest classifications established by not less than two (2) standard rating agencies and which matures not more than 270 days after the date of purchase.
f) Mutual funds whose portfolios consist of U.S. government securities or other broadly diversified money market instruments as permitted by state law. It shall be permissible to invest in mutual funds whose net asset value per share may fluctuate on a periodic basis so long as the fund’s historical performance and investment objectives and policies clearly demonstrate that such fluctuations can reasonably be expected to be minor (+/- 1.5% of NAV).

Operating Fund investments of the City of Muskegon shall be limited to instruments maturing within twenty-four months from the time of purchase, except as otherwise provided for in paragraph (b) above.

SAFEKEEPING AND CUSTODY

Investments of the City of Muskegon shall be secured and safeguarded as follows:

The city typically will not invest in securities requiring physical delivery.

Book-entry instruments shall be verified by official receipt of the original issuer.

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

SELECTION OF FINANCIAL INSTITUTIONS

The city's main depository shall be selected by the City Commission through the city's banking services procurement process, which shall include formal request for proposals when deemed appropriate by the city. Only legally eligible institutions maintaining a permanent office within the City of Muskegon will be considered. In selecting a main depository, the creditworthiness of institutions shall be considered, and the Director of Finance shall review the prospective depositories' credit characteristics and financial histories in addition to analyzing the range of services offered and their cost. It shall be the city's policy to consolidate, to the extent possible, banking services with a single service provider.

CONFLICT OF INTEREST

City officials involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the city.

OPERATING FUNDS PORTFOLIO DIVERSIFICATION GUIDELINES

The following guidelines shall be followed by city officials in the investment of the city's operating funds:

1. At least ten percent (10%) of the portfolio shall be invested legally eligible money market funds or interest earning bank accounts to assure adequate liquidity for city cash needs.
2. At least thirty percent (30%) of the portfolio shall be invested in United States Treasury Bills, Treasury Notes, Treasury Bonds or other obligations of the United States or an agency or instrumentality of the United States (to the extent permitted by state law). No more than twenty-five percent (25%) of the portfolio may be invested in United States government instruments maturing between twelve (12) months and sixty (60) months from the date of purchase.
3. No more than twenty-five percent (25%) of the portfolio shall be invested in certificates of deposit of eligible banks and/or savings and loan institutions.
4. No more than twenty-five percent (25%) of the portfolio shall be invested in legally eligible commercial paper.
5. No more than twenty-five percent (25%) of the portfolio shall be invested in legally eligible bankers' acceptances.
6. No more than twenty percent (20%) of the portfolio shall be invested at one time in the securities of a single issuer (except the US. Government, its agencies or instrumentality's).

CASH POOLING AND ALLOCATION OF INVESTMENT EARNINGS

Cash balances of the city's various funds may be pooled for investment purposes to achieve the administrative and yield benefits of larger denomination investment securities. Interest earned on pooled investments shall be allocated monthly to eligible individual funds based on the average pooled cash balance of each fund during the month.

XII. TRUST FUND INVESTMENT POLICY

It is recognized that the investment horizon of the city's non-expendable trust funds (e.g. Cemetery Perpetual Care Fund, Reese Playfield Trust, Hackley Park Trust) is longer than that of the city's "operating funds". Principal assets of these trusts are not available for current expenditure and so it is sometimes appropriate and desirable that investment earnings be optimized through investment in securities maturing later than the five-year maximum allowed under the city's "Operating Funds Investment Policy". Accordingly, the following policies will guide investment of the city's trust assets:

Investments may be made in US. Treasury notes or bonds or other obligations of the United States or an agency or instrumentality of the United States (to the extent permitted by state law) maturing within thirty (30) years of the date of purchase.

Investments may be made in other legally permissible instruments maturing within fifteen (15) years of the date of purchase or in registered mutual funds whose portfolios consist of investment instruments permitted by law.

Except as otherwise provided herein, terms of the city's "Operating Funds Investment Policy" shall apply to the investment activities of the city's non-expendable trusts.

XIII. ECONOMIC DEVELOPMENT INCENTIVES

Economic development incentives are tools (such as IFT tax abatements) used by the city to retain or attract jobs and tax base. There are expenditures and opportunity costs as well as benefits associated with these incentives. These costs and benefits typically do not clearly appear in the city's budget or financial statements or, if they do, the overall impact of these incentive costs and benefits often take place over many years. It shall be the city's policy to prepare a comprehensive cost-benefit analysis prior to the granting of economic development incentives. The cost-benefit analysis shall take into account both short-term and long-term financial impacts and shall address the projected impacts on other government units (such as schools, county, etc.) as well as on the city itself.

XIV. PETTY CASH USES AND LIMITS

Petty cash accounts may be established in such locations and in such amounts as may be determined necessary by the City Manager. Petty cash disbursements up to $300.00 are permitted for the following purposes: 1) for the expedited purchase of minor goods or services, 2) to provide immediate reimbursement to employees for travel or other costs paid out of their own pocket in the conduct of city business and, 3) to provide immediate refunds to customers as warranted. All uses of petty cash must be fully supported by receipts or other appropriate documentation. Petty cash procedures shall be reviewed periodically by the city's independent auditor.

XV. PROCEEDS FROM SALE OF CITY-OWNED REAL ESTATE

From time to time the city sells real estate that it owns. It is city policy that, unless required by law or by specific direction of the City Commission, proceeds from such property sales shall be deposited to the city's Public Improvement Fund to be used to finance general purpose capital needs.

In the case of tax reverted property sold by the city, sale proceeds will first be used to reimburse appropriate city funds for expenses incurred in maintaining and selling the property. Any remaining sale proceeds will be distributed to the city and other taxing jurisdictions in the same manner as regular property taxes.

XVI. PROCUREMENT CARD PROGRAM POLICY

GENERAL

Regular government purchasing methods, such as purchase orders, can be cumbersome and costly in relation to the value of goods being purchased. To promote operational efficiency, the city has adopted a procurement card purchasing program for use with small dollar value purchases.

A number of unique controls have been developed for the procurement card program. These controls will ensure that cards can be used only for specific purchases and within specific dollar limits. In addition, documentation of all purchases is required by each cardholder with further approval from the department head and the City Manager's office before payment is made.

The unique procurement card issued by the city has the employee's name embossed on it together with the City of Muskegon logo and tax-exempt status. No one other than the employee in whose name is on the card may use the card. **CITY ISSUED PROCUREMENT CARDS MAY ONLY BE USED BY DESIGNATED CITY EMPLOYEES FOR THE PURCHASE OF GOODS OR SERVICES FOR THE OFFICIAL BUSINESS OF THE CITY OF MUSKEGON. UNDER NO CIRCUMSTANCES IS THE PROCUREMENT CARD TO BE USED FOR PERSONAL PURCHASES.**

DESIGNATION OF RESPONSIBLE OFFICIAL

The Finance Director is designated as the official responsible for overseeing compliance with this procurement card policy including procurement card issuance, accounting for procurement card transactions, monitoring and payment of procurement card statements.

TRANSACTION AMOUNTS

The procurement card may be used for purchases of individual items up to $2,500.00 in value. The *total monthly dollar value* of transactions on each procurement card will generally be limited to $5,000.00. The City Manager may establish higher monthly credit limits for employees whose positions require higher than normal use of the procurement card. Also, procurement cards may be used for individual purchases exceeding $2,500.00 with prior authorization of the City Manager. The total combined authorized credit limit of all procurement cards issued by the city shall not exceed five percent of the city's total budget for the current year. All purchases made with a city procurement card must be fully supported by receipts, invoices, and other documentation. Such documentation is to be attached to the monthly procurement card statement and cardholder's reconciliation.

INTEREST COSTS AND SALES TAX

It is the city's policy to pay in full each month on or before the due date the total balance due on its procurement cards thereby avoiding interest charges. As a municipality, the city is exempt from payment of state sales tax. City procurement card users are expected to exercise care in conducting transactions to ensure that they are not incorrectly charged for sales tax.

OTHER PURCHASING POLICIES

The procurement card is a supplement to other purchasing procedures such as purchase orders. As with the other purchasing methods, the following conditions must be met when using your procurement card.

- Each single purchase may be comprised of multiple items, but the total cannot exceed the single purchase dollar limit on your procurement card.
- When purchases exceed the established dollar limits, the normal procedures of using purchase orders must be followed unless written authorization is given by the employee's department head.
- The least expensive item that meets your basic needs should be bought and competitive quotes must be obtained in accordance with existing purchasing policies.
- Cardholders must follow normal budgetary control procedures to ensure that sufficient funds are available prior to making purchase.
- Use of the procurement card does not relieve the cardholder from complying with Federal, State and city ordinances, regulations, policies and procedures.
- Use of the procurement card is not intended to replace effective procurement planning which enable volume discounts.
- Purchases are not to be split to circumvent procurement regulations.

RESTRICTIONS ON USE

The following list covers purchases for which procurement cards use is prohibited:

- Cash advances through bank tellers or teller machines.
- Traveler's Checks.
- Purchase of gasoline or diesel fuel for city vehicles except in emergencies (use city pumps or Fuelman System).
- Purchase of items stocked in city inventory unless required in emergencies.
- Additional specific restrictions as deemed necessary by individual departments.

XVII. ELECTRONIC PAYMENTS

Modern technology makes it possible to transfer funds electronically in lieu of issuing paper checks. This technology offers many benefits to users including lower transaction costs, reduced opportunities for fraud, and better cash management control. The city has effectively utilized this technology for several years for purposes such as direct deposit of employee paychecks and automatic payment of customers' water bills. The city supports continued use and expansion of electronic payments technology for payment of vendors and other uses provided appropriate internal controls are established. The City Manager and Finance Director, in conjunction with the city's independent auditors, are authorized to develop the necessary procedures and controls for expanded use of this technology in the City of Muskegon.

XVIII. ACCEPTANCE OF CREDIT CARD PAYMENTS

The city has studied the costs and benefits of accepting credit card payments from customers and has determined that credit card acceptance significantly enhances customer service and provides administrative and other benefits to the city that outweigh the associated costs. Accordingly, the city's policy shall be to accept credit cards for payment of all city bills and invoices *except routine payment of property taxes and income taxes.* The City Treasurer or Income Tax Administrator may permit payment by credit card for property or income taxes in specific collection cases where they have determined it is in the city's best interest to do so.

CITY OF MUSKEGON

FINANCIAL POLICIES

UPDATED DECEMBER, 1999

MUSKEGON

West Michigan's Shoreline City

STATE GRANTS FUND
ACCOUNTS RECEIVABLE OTHER GOVERNMENTS
June 30, 2021

	Bal at 6/30/2020	Cash Receipts	Loan Receivable	Prior Yr AR	Contributions and Transfers In Other Fu	Expenditures	Admin Transfers Out	Move to (out) Deferred Revenue	Bal at 6/30/21
94013 CMI - Site Assessment	22,195.21			-		-			22,195.21
91514 Placemaker Grant	(7,927.96)	-				-			(7,927.96)
91603 Green Infrastructure Grant	-	-				-			-
98140 Environmental Remediation Betten	-	-							-
98135 Environmental Remediation Edison Landing	-		-			-			-
91803 MSHDA Demo Grant	-	-				-			-
91908 MDOC Prison Property		-				235,776.24		(235,776.24)	-
91913 Windward Pointe Grant	(0.20)	(1,242,515.06)				1,242,515.06			(0.20)
91925 Renew Michigan Grant	1,295.47					4,733.28			6,028.75
92044 Egle Grant 122 W Muskegon		(6,444.93)				3,214.43			(3,230.50)
92111 Olthoff Drive Extension						32,562.10			32,562.10
TOTAL	$ 15,563.62	$ (1,248,959.99)	$ -	$ -	$ -	$ 1,518,801.11	$ -	$ -	$ 49,627.40

ADJ AR
$34,063.78

	DR	CR
482-00000-1266	34063.88	
482-00000-4400		34063.88

Beg AR	15,563.62	
Cash Rec	(1,248,959.99)	$ -
Adjusted Expenses	1,518,801.11	
Moved out of Deferred Revenue	(235,776.24)	
Moved to GF	-	
Ending AR	$ 49,628.50	$ 1,518,801.11

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 482 STATE GRANTS							
Expenditures							
Department 94013							
01/01/1901			**482-94013-5346 CONTRACTUAL SERVICES**		BEG. BALANCE		0.00
07/01/1901			1901-02 Fiscal Year Begin				0.00
07/01/1902			1902-03 Fiscal Year Begin				0.00
07/01/1903			1903-04 Fiscal Year Begin				0.00
07/01/1904			1904-05 Fiscal Year Begin				0.00
07/01/1905			1905-06 Fiscal Year Begin				0.00
07/01/1906			1906-07 Fiscal Year Begin				0.00
07/01/1907			1907-08 Fiscal Year Begin				0.00
07/01/1908			1908-09 Fiscal Year Begin				0.00
07/01/1909			1909-10 Fiscal Year Begin				0.00
07/01/1910			1910-11 Fiscal Year Begin				0.00
07/01/1911			1911-12 Fiscal Year Begin				0.00
07/01/1912			1912-13 Fiscal Year Begin				0.00
07/01/1913			1913-14 Fiscal Year Begin				0.00
07/01/1914			1914-15 Fiscal Year Begin				0.00
07/01/1915			1915-16 Fiscal Year Begin				0.00
07/01/1916			1916-17 Fiscal Year Begin				0.00
07/01/1917			1917-18 Fiscal Year Begin				0.00
07/01/1918			1918-19 Fiscal Year Begin				0.00
07/01/1919			1919-20 Fiscal Year Begin				0.00
07/01/1920			1920-21 Fiscal Year Begin				0.00
07/01/1921			1921-22 Fiscal Year Begin				0.00
07/01/1922			1922-23 Fiscal Year Begin				0.00
07/01/1923			1923-24 Fiscal Year Begin				0.00
07/01/1924			1924-25 Fiscal Year Begin				0.00
07/01/1925			1925-26 Fiscal Year Begin				0.00
07/01/1926			1926-27 Fiscal Year Begin				0.00
07/01/1927			1927-28 Fiscal Year Begin				0.00
07/01/1928			1928-29 Fiscal Year Begin				0.00
07/01/1929			1929-30 Fiscal Year Begin				0.00
07/01/1930			1930-31 Fiscal Year Begin				0.00
07/01/1931			1931-32 Fiscal Year Begin				0.00
07/01/1932			1932-33 Fiscal Year Begin				0.00
07/01/1933			1933-34 Fiscal Year Begin				0.00
07/01/1934			1934-35 Fiscal Year Begin				0.00
07/01/1935			1935-36 Fiscal Year Begin				0.00
07/01/1936			1936-37 Fiscal Year Begin				0.00
07/01/1937			1937-38 Fiscal Year Begin				0.00
07/01/1938			1938-39 Fiscal Year Begin				0.00
07/01/1939			1939-40 Fiscal Year Begin				0.00
07/01/1940			1940-41 Fiscal Year Begin				0.00
07/01/1941			1941-42 Fiscal Year Begin				0.00
07/01/1942			1942-43 Fiscal Year Begin				0.00
07/01/1943			1943-44 Fiscal Year Begin				0.00
07/01/1944			1944-45 Fiscal Year Begin				0.00
07/01/1945			1945-46 Fiscal Year Begin				0.00
07/01/1946			1946-47 Fiscal Year Begin				0.00
07/01/1947			1947-48 Fiscal Year Begin				0.00
07/01/1948			1948-49 Fiscal Year Begin				0.00
07/01/1949			1949-50 Fiscal Year Begin				0.00
07/01/1950			1950-51 Fiscal Year Begin				0.00
07/01/1951			1951-52 Fiscal Year Begin				0.00
07/01/1952			1952-53 Fiscal Year Begin				0.00
07/01/1953			1953-54 Fiscal Year Begin				0.00
07/01/1954			1954-55 Fiscal Year Begin				0.00
07/01/1955			1955-56 Fiscal Year Begin				0.00
07/01/1956			1956-57 Fiscal Year Begin				0.00
07/01/1957			1957-58 Fiscal Year Begin				0.00
07/01/1958			1958-59 Fiscal Year Begin				0.00
07/01/1959			1959-60 Fiscal Year Begin				0.00
07/01/1960			1960-61 Fiscal Year Begin				0.00
07/01/1961			1961-62 Fiscal Year Begin				0.00
07/01/1962			1962-63 Fiscal Year Begin				0.00
07/01/1963			1963-64 Fiscal Year Begin				0.00
07/01/1964			1964-65 Fiscal Year Begin				0.00
07/01/1965			1965-66 Fiscal Year Begin				0.00
07/01/1966			1966-67 Fiscal Year Begin				0.00
07/01/1967			1967-68 Fiscal Year Begin				0.00
07/01/1968			1968-69 Fiscal Year Begin				0.00
07/01/1969			1969-70 Fiscal Year Begin				0.00
07/01/1970			1970-71 Fiscal Year Begin				0.00
07/01/1971			1971-72 Fiscal Year Begin				0.00
07/01/1972			1972-73 Fiscal Year Begin				0.00
07/01/1973			1973-74 Fiscal Year Begin				0.00
07/01/1974			1974-75 Fiscal Year Begin				0.00
07/01/1975			1975-76 Fiscal Year Begin				0.00
07/01/1976			1976-77 Fiscal Year Begin				0.00
07/01/1977			1977-78 Fiscal Year Begin				0.00
07/01/1978			1978-79 Fiscal Year Begin				0.00
07/01/1979			1979-80 Fiscal Year Begin				0.00
07/01/1980			1980-81 Fiscal Year Begin				0.00
07/01/1981			1981-82 Fiscal Year Begin				0.00
07/01/1982			1982-83 Fiscal Year Begin				0.00
07/01/1983			1983-84 Fiscal Year Begin				0.00
07/01/1984			1984-85 Fiscal Year Begin				0.00
07/01/1985			1985-86 Fiscal Year Begin				0.00

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
			482-94013-5346 CONTRACTUAL SERVICES	(Continued)			
07/01/1986			1986-87 Fiscal Year Begin				0.00
07/01/1987			1987-88 Fiscal Year Begin				0.00
07/01/1988			1988-89 Fiscal Year Begin				0.00
07/01/1989			1989-90 Fiscal Year Begin				0.00
07/01/1990			1990-91 Fiscal Year Begin				0.00
07/01/1991			1991-92 Fiscal Year Begin				0.00
07/01/1992			1992-93 Fiscal Year Begin				0.00
07/01/1993			1993-94 Fiscal Year Begin				0.00
07/01/1994			1994-95 Fiscal Year Begin				0.00
07/01/1995			1995-96 Fiscal Year Begin				0.00
07/01/1996			1996-97 Fiscal Year Begin				0.00
07/01/1997			1997-98 Fiscal Year Begin				0.00
07/01/1998			1998-99 Fiscal Year Begin				0.00
07/01/1999			1999-00 Fiscal Year Begin				0.00
07/01/2000			2000-01 Fiscal Year Begin				0.00
07/01/2001			2001-02 Fiscal Year Begin				0.00
07/01/2002			2002-03 Fiscal Year Begin				0.00
07/01/2003			2003-04 Fiscal Year Begin				0.00
07/01/2004			2004-05 Fiscal Year Begin				0.00
11/30/2004	HS		SUMMARY 94013	CNVRSN	1,687.50		1,687.50
12/31/2004	HS		SUMMARY 94013	CNVRSN	3,105.00		4,792.50
03/31/2005	HS		SUMMARY 94013	CNVRSN	899.02		5,691.52
03/31/2005	HS		SUMMARY 000 94013	CNVRSN	1,462.50		7,154.02
04/30/2005	HS		SUMMARY 94013	CNVRSN	262.50		7,416.52
05/31/2005	HS		SUMMARY 000 94013	CNVRSN	1,035.76		8,452.28
06/30/2005	HS		SUMMARY 94013	CNVRSN	1,947.90		10,400.18
07/01/2005			2005-06 Fiscal Year Begin				0.00
07/31/2005	HS		SUMMARY 94013	CNVRSN	414.50		414.50
08/31/2005	HS		SUMMARY 94013	CNVRSN	345.87		760.37
09/30/2005	HS		SUMMARY 94013	CNVRSN	750.00		1,510.37
10/31/2005	HS		SUMMARY 94013	CNVRSN	10,133.90		11,644.27
11/30/2005	HS		SUMMARY 94013	CNVRSN	1,695.37		13,339.64
12/31/2005	HS		SUMMARY 94013	CNVRSN	7,462.18		20,801.82
03/31/2006	HS		SUMMARY 94013	CNVRSN	4,020.65		24,822.47
04/30/2006	HS		SUMMARY 94013	CNVRSN	16,654.86		41,477.33
05/31/2006	HS		SUMMARY 94013	CNVRSN	3,787.50		45,264.83
06/30/2006	HS		SUMMARY 94013	CNVRSN	7,617.31		52,882.14
07/01/2006			2006-07 Fiscal Year Begin				0.00
07/31/2006	HS		SUMMARY 94013	CNVRSN	4,279.76		4,279.76
08/31/2006	HS		SUMMARY 94013	CNVRSN	12,561.27		16,841.03
09/30/2006	HS		SUMMARY 94013	CNVRSN	2,327.50		19,168.53
10/31/2006	HS		SUMMARY 94013	CNVRSN	116,926.96		136,095.49
11/30/2006	HS		SUMMARY 94013	CNVRSN	6,775.25		142,870.74
12/31/2006	HS		SUMMARY 94013	CNVRSN	35,215.87		178,086.61
02/28/2007	HS		SUMMARY 94013	CNVRSN	3,647.99		181,734.60
03/31/2007	HS		SUMMARY 94013	CNVRSN	31,199.23		212,933.83
04/30/2007	HS		SUMMARY 94013	CNVRSN	10,039.14		222,972.97
05/31/2007	HS		SUMMARY 94013	CNVRSN	74,951.84		297,924.81
06/30/2007	HS		SUMMARY 94013	CNVRSN	12,934.79		310,859.60
07/01/2007			2007-08 Fiscal Year Begin				0.00
07/31/2007	HS		SUMMARY 94013	CNVRSN	4,162.50		4,162.50
08/31/2007	HS		SUMMARY 94013	CNVRSN	36,811.37		40,973.87
09/30/2007	HS		SUMMARY 94013	CNVRSN	6,033.77		47,007.64
10/31/2007	HS		SUMMARY 94013	CNVRSN	33,284.06		80,291.70
11/30/2007	HS		SUMMARY 94013	CNVRSN	2,776.50		83,068.20
12/31/2007	HS		SUMMARY 94013	CNVRSN	17,767.22		100,835.42
01/31/2008	HS		SUMMARY 94013	CNVRSN	5,692.00		106,527.42
02/29/2008	HS		SUMMARY 94013	CNVRSN	10,953.16		117,480.58
03/31/2008	HS		SUMMARY 94013	CNVRSN	24,127.59		141,608.17
07/01/2008			2008-09 Fiscal Year Begin				0.00
07/31/2008	HS		SUMMARY 94013	CNVRSN	5,801.25		5,801.25
10/31/2008	HS		SUMMARY 94013	CNVRSN	4,050.00		9,851.25
11/30/2008	HS		SUMMARY 94013	CNVRSN	318.60		10,169.85
03/31/2009	HS		SUMMARY 94013	CNVRSN	262.50		10,432.35
07/01/2009			2009-10 Fiscal Year Begin				0.00
03/31/2010	HS		SUMMARY 94013	CNVRSN	2,550.00		2,550.00
07/01/2010			2010-11 Fiscal Year Begin				0.00
07/01/2011			2011-12 Fiscal Year Begin				0.00
07/01/2012			2012-13 Fiscal Year Begin				0.00
07/01/2013			2013-14 Fiscal Year Begin				0.00
07/01/2014			2014-15 Fiscal Year Begin				0.00
07/01/2015			2015-16 Fiscal Year Begin				0.00
07/01/2016			2016-17 Fiscal Year Begin				0.00
07/01/2017			2017-18 Fiscal Year Begin				0.00
07/01/2018			2018-19 Fiscal Year Begin				0.00
07/01/2019			2019-20 Fiscal Year Begin				0.00
07/01/2020			2020-21 Fiscal Year Begin				0.00
12/31/2020			482-94013-5346	END BALANCE	528,732.44	0.00	0.00
TOTAL FOR DEPARTMENT 94013					528,732.44	0.00	
TOTAL Expenditures					528,732.44		0.00
TOTAL FOR FUND 482 STATE GRANTS					528,732.44		0.00

Journal Entry

View Journal Entry Report

Journal Entry Information

MR Transaction Number: 15514
Journal Code: MRB
Post Date: 06/30/2019
Date Journalized: 08/12/2019
Journalized By: sarah.petersen

Name: MUSKEGON LAKEFRONT LLC
Description: VOIDED Invoice: 17-0004744
Posted From: Miscellaneous Receivables
Summary: No
Invoice # 17-0004744

General Ledger Posting Information
Posted: Yes
GL Transaction Number: 176633

View Journal Entry in GL...

Journal Details

General Ledger Number	Description	Debits	Credits
482-00000-1201	INVOICE 17-0004744	0.00	1,054.73
482-00000-1251	INVOICE 17-0004744	0.00	17,500.20
482-00000-1461	INVOICE 17-0004744	17,500.20	0.00
482-00000-4970	INVOICE 17-0004744	1,054.73	0.00
	Totals:	18,554.93	18,554.93

Close

Miscellaneous Receivables Invoice

Attachment [0]

Invoice Information

Invoice Number: 17-0004744 Customer: 45745 Added By: beth.lewis

1. General Information | 2. Customer Information | 3. Other Information | 4. Invoice Notes

Invoice Date:	03/10/2017	Post Date:	03/10/2017	Journalized:	Yes
Service Date:	03/01/2017	Payment Terms:	NOW	Voided:	Yes 06/30/2019
Due Date:	03/25/2017	Batch Number:		Sent to Collection:	No
P.O. Number:		Ext. Record Type:	N/A	Printed:	Yes

Invoice Line Items

Item Code	Description	Quantity	Unit Price	Amount		
MISC	BROWNFIELD LOAN PYMT	1.000	17,500.2000	17,500.20	GL Numbers...	
MISC	BROWNFIELD LOAN PYMT	1.000	1,054.7300	1,054.73	GL Numbers...	

Invoice Total:	0.00
Payments:	0.00
Adjustments:	0.00
Amount Due:	0.00

Close

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 07/26/2022	Title: Certification of MERS Representatives
Submitted By: Jessica Rabe	Department: Finance
Brief Summary: Assigning Delegates for MERS Conference	
Detailed Summary: 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.	
Amount Requested: $410 plus travel	Amount Budgeted: None
Fund(s) or Account(s):30202	Fund(s) or Account(s):
Recommended Motion: To approve Hayden Nickell (Finance Management Assistant) as designated delegate to MERS Conference and to make Michael Hewartson employee representative.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

MERS®
Municipal Employees' Retirement System

Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377) • Fax: 517.703.9707
www.mersofmich.com

2022 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | September 2022

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please ***DO NOT*** submit this form. A **delegate** is ***NOT*** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
Hayden Nickell

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2022 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on July 26 ____________________, 2022.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name
Michael Hewartson

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2022 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on ____________________, 2022.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible**.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*	Municipality number*	Email address
City of Muskegon	56320	ann.meisch@shorelinecity.com

Employer address	Employer city	Employer state	Employer zip code
933 Terrace	Muskegon	MI	49440

Printed name	Title of authorized authority*
Ann Meisch	Clerk

Authorized signature*	Date

* Required field

2 ways to complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26, 2022	Title: Haunted Fields Cannabis Event
Submitted By: Jacqui Erny	Department: Public Works
Brief Summary: 420 Harvey Events LLC would like to host a small cannabis event on their property located at 420 Harvey St on Friday, October 28, 2022.	
Detailed Summary: This will be a Halloween themed cannabis event on private property located in the marijuana overlay district. They expect to host 200 guests from 7-11 pm.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the cannabis event to be held at 420 Harvey St on October 28, 2022.	

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

2022 CITY OF MUSKEGON SPECIAL EVENT APPLICATION

A special event application is required for any public event held on City property or using City services. The application and fee must be submitted to the Muskegon Department of Public Works at least 30 days prior to the eventdate. In addition, any events where alcohol is served will require a *temporary liquor license*, which is handledseparately through the Muskegon Police Department. Contact the Police Department at 231.724.6750 for liquor license fees and requirements.

Return completed application with payment to the Muskegon Department of Public Works:
Email: specialevents@shorelinecity.com
Address: 1350 E Keating Ave, Muskegon, MI 49442
Telephone: 231.724.6907

►SPECIAL EVENT APPLICATION FEE SCHEDULE

Events occurring during peak event season April 15 - September 30	Events occurring outside of peak season January 1 - April 14 & October 1 - December 31
$100 fee for applications submitted 60 days or more prior to the event date	$100 fee for applications submitted 60 days or more prior to the event date
$250 fee if submitted 45-59 days prior to the event date	$200 fee if submitted 45-59 days prior to the event date
$400 fee if submitted 30-44 days prior to the event	$300 fee if submitted 30-44 days prior to the event
Applications submitted less than 30 days prior to the event date will not be accepted.	$400 fee for applications submitted less than 30 days prior to the event

► I. EVENT SUMMARY

EVENT NAME	Haunted Fields
EVENT DATE(S)	10/28/2022
EVENT TIME(S)	START: 7pm-11pm END:
EVENT LOCATION	420 Harvey Muskegon, MI 49442
NOTE: Some City parks require an additional exclusive use fee if your event will utilize the entire park. This includes Hackley Park, Margaret Drake Elliott Park, and the Pere Marquette Ovals center parking lot. Some locations, including the beach, have paid parking in effect from May 15 to September 15. Please see the Special Events fee schedule for further details.	

► II. APPLICANT INFORMATION

ORGANIZATION NAME	Fields Cannabis
APPLICANT'S NAME/ RESPONSIBLE PARTY	420 Harvey Events LLC
ORGANIZATION / APPLICANT ADDRESS /CITY/ STATE/ ZIP	420 Harvey, Muskegon, MI. 49442
APPLICANT PHONE NO(s).	231-260-6853
APPLICANT E-MAIL ADDRESS	cory@fieldcannabis.com
CONTACT NAME & PHONE NUMBER DURING EVENT	231-260-6853

Representative must be on site and available during event hours

► III. ALCOHOL SERVICE

Will there be alcohol sold/served at the event? [ ] NO (proceed to Section IV, Event Site Details)
[yes] YES (complete remainder of Section III, below)

Applicant must contact the Muskegon Police Department to apply for a separate liquor license. The liquor license application also requires State of Michigan approval so it is imperative that you get this done early. No liquor license will be issued within 14 days of an event date.

Name of non-profit organization you are partnering with for the liquor license:	Meds For The People L3C
Contact person at non-profit organization (name & phone number):	Becca Newman 616-206-1458

► IV. EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application.

Provide a detailed description of your event. Use additional sheets if necessary:

Haunted Fields will be a Halloween themed, Adult Use Cannabis Event, held at 420 Harvey in Muskegon, Mi. 49442. This property was added to the city of Muskegon's marijuan overlay district, and is owned by 420 Harvey Rental and Storage LLC. Property is located at the corner of Marquette and Harvey in the city of Muskegon.

Event Hours:7pm-11pm

Expected attendance of 200 guest, and 40 staff.
Live entertainment including musical performances, visual artist, spoken word, costume contest, holiday themed games, retail cannabis procurement opportunities, dinning and drinks.

Event tent will be set up large enough to accomodate anticipated guest and staff. Adequate parking is avaliable onsite.

Security, setup, and cleanup will be handeled by 420 Harvey LLC Rental and Storage.

Number of people expected at event 240	Is this a new/ first-time event? No_____ Yes yes
Will there be food concessions at the event?	No_____ Yes yes **Contact Fire Marshall for requirements
Will there be emergency medical services present? (Other municipalities may not provide services in the City)	No no Yes_____ Provider:
Will there be pyrotechnics/fire features at the event?	No no Yes_____ **If yes, contact the Fire Marshall re: inspections/permits required
Will you have your own security present?	No_____ Yes yes Provider: Securatech
Number/location of portable toilet facilities provided	# 5 Location: south east corner of building
Will there be a stage assembled on site?	No_____ Yes yes Size 12'x20' By Whom rental company
Will there be assembly tents erected at the event?	No_____ Yes yes Size 40'x60' **If yes and over 400 sq ft in size, contact the building inspection department to schedule a required inspection

► V. CITY EQUIPMENT REQUESTED

Indicate the number of each item you're requesting, below. There are additional fees if you require City staff to transport the items. Labor charges start at $60/hour per person. Larger items may require 2 people to move/transport.

ITEM	QUANTITY	ITEM	QUANTITY
Wooden picnic tables ($10 each)		Fire hydrant use ($100 per hydrant)	
55-gallon metal trash cans ($5 each)		Snow fence ($30/50 ft roll)	
Trash bags ($50 per case)		Fence posts ($3 per post. 1 every 10 ft)	
Check one: I request that City staff deliver the above items to the event site (for an additional fee): ________ I agree to pick up and return the above items from/to the Public Works building: ________			
The 2 items listed at right are available for your use free of charge, as long as they are picked up and returned to the City's Public Works building.		No Parking signs	
		Safety Vests	

Are you requesting any other City services or equipment? (use of water, electric, etc) No NO Yes____*

* List other services here:

► Are you requesting any STREET CLOSURES No NO Yes ________

If yes, you must complete section VIII on page 5

► VI. LIABILITY INSURANCE

Liability insurance in the amount of $1,000,000 in coverage naming the City of Muskegon as an additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read:

> *"The City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof; it is understood and agreed that by naming the City of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the City of Muskegon may have in effect shall be considered secondary and/or excess."*

An acceptable certificate of insurance must be submitted no later than 10 days before the event date.

Name of Insurance Company/Agent KIG Insurance/ Jake Feldman, CLCS

► VII. REQUIREMENTS OF THE SPECIAL EVENT PERMIT

1. Applicant shall comply with all rules and regulations of the City of Muskegon Special Event Policy.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. The applicant organization will save the City of Muskegon harmless from all claims.
4. City staff may require a meeting with applicant organization to help clarify requests for services.
5. Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services
6. The City reserves the right to deny changes to the application once final approval is given.
7. Failure to provide any requested information in a timely manner or providing false information may result in denial or revocation of the special event permit.

► Failure to comply with any requirements of the Special Event Permit may result in the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Muskegon Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Cory Roberts 06/23/2022

Signature of Applicant Date

► VIII. STREET CLOSURES

*** * * This section must be completed for any event requesting street closures * * ***

List the streets you are requesting to close (*for example: Western Ave from 3rd to 4th St.*), and attach a map or sketch of the event footprint:

STREET TO BE CLOSED**	FROM WHICH INTERSECTION / LOCATION	TO WHICH INTERSECTION
Example: Western Ave	*Just west of Jefferson St.*	*Second St.*
1.		
2.		
3.		
4.		
5.		
6.		

NOTE: Any changes to street closures within 30 days of the event date will incur a $50 fee. No changes will be allowed within 14 days of the event date.

<u>**If the street(s) that are closed for your event contain any handicap parking spaces, you will be responsible for relocating that number of reserved handicap spaces to a nearby open street. You can obtain temporary handicap parking signage from our Public Works Department. Provide a site plan showing the location of the relocated parking spaces.</u>

To help ensure the safety of event participants and the public, street closures require the following:

• Police, Fire, DPW and/or City Commission approval. Your completed application will be routed to all necessary parties by the Special Event Coordinator for their approval.

• BARRICADES. Street closures generally require barricades which are provided by the City. Transportation of barricades can incur additional fees for DPW staff labor, and police assistance when deemed necessary by the Public Safety Director. City staff can provide a cost estimate for you upon request to the Special Event Coordinator.

• NO PARKING SIGNAGE. **"No Parking" signs must be posted by the applicant** 48 hours prior to the street closure in order for Police to enforce the No Parking order. You may pick up the signs at the DPW building at no charge. You must provide and affix an addendum to each sign stating the name of the event and date and time the closures are in effect (*see right for an example*).
The **minimum size of addendum is 5 ½" by 8 ½"** (half a sheet of paper). All signs must be removed by the applicant at the conclusion of the event and returned to the DPW.

Sample addendum to be provided by applicant

EVENT NAME
EFFECTIVE
SATURDAY
6:00 PM – 8:30 PM

• NOTIFICATION OF AFFECTED PARTIES
You must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. The Department of Public Works can provide you with the names and addresses of property owners along your route, for mailing purposes. The notice shall include the day/date and time that street closures and/or parking restrictions are in effect.

Thank you for helping us, help you make your event safe and successful.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26th, 2022	Title: MDNR Conversion Assistance RFQ
Submitted By: Leo Evans	Department: DPW / Parks

Brief Summary: 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.

Detailed Summary:

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-step 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 RFQ along with the proposed attachments are included for your 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 >1 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.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Authorize staff to solicit proposals for professional assistance in the MDNR conversion process.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONSULTANTS

REQUEST FOR QUALIFICATIONS

PROJECT NAME:	MDNR Conversion Assistance
DATE OF ISSUANCE:	June 21st, 2022
DATE PROPOSAL DUE:	July 12th, 2022
ISSUING OFFICE:	City of Muskegon c/o Leo Evans Department of Public Works 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6920 Leo.Evans@shorelinecity.com

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Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Leo Evans, Director of Public Works for the City of Muskegon at (231) 724-6920 or via E-mail at Leo.Evans@shorelinecity.com

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature/Date ____

Title ____

Firm Name ________________________________

Address ________________________________

____

____

Telephone ________________________________

E-Mail ____

INSTRUCTIONS TO CONSULTANTS

PROPOSALS

All proposals must be submitted following the proposal format supplied in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the RFP documents, and at its option may reject the same.

Each firm will include in their proposal a listing of each principal and the names of any proposed sub-consultant/contractor and the name and address of each office which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and principals of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
City Clerk's Office
933 Terrace Street
Muskegon, MI. 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 2:00 PM, Tuesday, July 12th, 2022.

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The firm to whom the Award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made. Award will not be completed until confirmed and recommended by the city commission.

CITY RESPONSIBILITIES

The City will provide information as to the requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City policies and decisions with respect to elements pertinent to the project.

The Project Manager will examine all studies, reports, estimates, proposal, and other documents prepared by the firm and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The Project Manager will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The Project Manager will direct the firm in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT & BACKGROUND INFORMATION

The City of Muskegon is seeking proposals from qualified firms to provide comprehensive assistance related to completing a city wide conversion process through the Michigan Department of Natural Resources (MDNR). The City of Muskegon has, or will have, a number of projects throughout the city that necessitate the need to enter into a conversion process with MDNR to assess the impacts and reach an agreement on several impacted areas.

It is anticipated that the City of Muskegon will formally enter into the conversion process during the 2022 calendar year and would desire to have the matter resolved in time for consideration during the round of MDNR grant funding with applications due on April 1, 2023. If that date is not achievable then the goal would be for resolution prior to the April 1, 2024 grant submittal deadline.

The conversion process will at a minimum need to consider the following properties broken down into three primary categories:

CONVERSION ANTICIPATED – These properties are very likely to trigger the start of a conversion process for the City and are the primary areas that will require mitigation to resolve. ***Submitting firms should anticipate completing steps 1-6 (Complete Process) of the MDNR Conversion guidelines for these properties.***

- Adelaide Pointe – Planned development that will impact Land and Water Conservation Fund (LWCF) encumbered properties in the form of the Lakeshore Trail and the Hartshorn Marina. Proposed development has plans for mitigating the trail impacts and dedicating additional land for public use.

- Hartshorn Village – Planned development that will impact LWCF encumbered properties in the form of the Lakeshore Trail and the Hartshorn Marina. Proposed development will require relocation of the trail and transfer of the trail property to the development for a net loss of acreage. Project also offers first right of refusal on slips within the public marina.

- Lakeshore Trail – Fee simple owned grant encumbered property that will require mitigation as a result of the above referenced projects.

- Hartshorn Marina – Fee simple owned grant encumbered property that will require mitigation as a result of the above referenced projects.

<u>CONVERSION POTENTIAL</u> – These properties have also been discussed for development that may also trigger a conversion though the outcome is less certain at this time. The City would still like these properties to be considered in the process should the development take shape to avoid the potential need for an additional conversion process in the near future. ***Submitting firms should anticipate completing steps 1-3 (Through Preliminary MDNR Review) of the MDNR Conversion guidelines for these properties.***

- Third Street Wharf – Potential property swap up for consideration that could see the transfer of Fisherman's Landing (City owned encumbered property) to a private owner in exchange for the Third Street Wharf property.

- Fisherman's Landing – Potential city owned parcel that could be swapped for privately owned Third Street Wharf parcel.

- MDNR Railroad Transfer – MDNR has offered to sell the City of Muskegon portions of a former railroad corridor which is encumbered through the acquisition process MDNR original undertook to obtain the property. Part of the property currently contains the Laketon Trail and part of the property is currently vacant corridor. City is considering the offer and has ambitions to develop the vacant portion into a future trail, but would like the ability to sell off excess portions of the property and retain only the necessary right of way for the existing and future paths.

<u>POTENTIAL MITIGATION SITES</u> – These properties offer a potential opportunity to mitigate some or all of the anticipated and potential conversions. These sites are expected to offer a net increase in dedicated outdoor recreation acreage to offset any loss on the other sites. ***Submitting firms should anticipate completing steps 1-6 (Full Process) of the MDNR Conversion guidelines for these properties.***

- CSX Railroad Acquisition – City is in the process of purchasing property from CSX railroad for an abandoned spur. Portions of the former rail bed will remain with reverter clauses that fit well with dedication for public use.

- Former Farmers Market – City owned parcel that housed the City Farmers Market which has since been relocated to downtown. Site is unsuitable from an environmental standpoint for redevelopment in residential use and may be a candidate site to dedicate a portion for public use.

- Additional sites and features may be identified during the process, and the above list is not intended to be all inclusive.

PURPOSE OF THE PROJECT

The proposed project seeks to assist the city as we work through a conversion of grant assisted properties following the MDNR guidelines contained in the attached. At this time the City has not actively entered into a conversion though the expectation is that will be eminent within the coming year as progress continues on several major development projects. The triggering event is anticipated to spur a much larger discussion on a city wide level regarding other potential projects and impacts.

The city of Muskegon is looking for assistance through the entire six (6) step conversion process outlined by MDNR in the attached document. The level of assistance varies per impacted property as noted in the categories above. Anticipated tasks should be considered to be all of those listed in the attached MDNR document.

SCOPE OF SERVICES

Reference the attached guidance documents from MDNR as the primary scope of services. As a baseline for the project proposal interested vendors should anticipate that the work shall encompass the following:

- Full six (6) step process on the six (6) identified parcels noted above in the Conversion Anticipated and Potential Mitigation Site sections plus one (1) additional parcel/area that is currently unidentified but may be required during the process should the necessary mitigation be insufficient from the currently identified parcels.

- Partial three (3) step process on the three (3) identified parcels noted above in the Conversion Potential section.

Additional work may be required over and above that level, and will be negotiated as necessary.

Meetings – The City anticipates there will be a need for five (5) in person meetings on this project as follows;

- Kickoff meeting with the City/MDNR
- Stakeholder meetings (2 EA)
- Preliminary report review meeting with City/MDNR
- Final report review meeting with City/MDNR

The city/stakeholders may request additional meetings outside the scope of the study to assist with public input, presentation of the findings to governing bodies and/or related boards, and to assist with grant funding identification or preparation.

City staff anticipates providing authorization for the selected firm to largely act independently on our behalf in coordinating issues with MDNR.

CONTENTS OF PROPOSAL

Proposals should be limited to 25 page faces. The scoring team will not award points for graphics or marketing material, nor for narrative that does not directly contribute to demonstrating a firm's capabilities specifically related to this project. These requirements do not relieve a firm from the requirement to submit a comprehensive, clear and concise proposal. At a minimum, each proposal shall include the following items:

QUALIFICATIONS OF TEAM

Include a brief narrative description of the key members of the team and the roles they will play in the successful implementation of this project. Highlight similar past experiences and technical competence as it relates to the specific project details and previously completed projects. Include any key members of sub consultants. Specifically identify the following roles and responsibilities:

- Project Lead Firm / Project Manager
- Surveyor
- GIS Mapping
- Environmental Consultant
- Appraiser (Must be from MDNR Approved List)
- SHPO Consultant

Provide resumes for key members and an organizational chart specific to the project identifying primary contact(s). Up to three (3) references may be provided for use at the discretion of the scoring team.

UNDERSTANDING OF SERVICES

Include a narrative description of your plan for accomplishing the project. Provide a timeline for the project including key milestones to be met and identify dates for completion of project deliverables. Identify critical areas of the project and your plan for addressing the critical needs.

LOCATION OF FIRM

Identify the location of firms that will complete the work. Score will be based on providing preference to local services.

PRICED PROPOSAL

Include an estimated budget for the project and fee schedule for pertinent items required to complete the project. Budget should be broken down by task and parcel for comparison by the scoring team.

ADDITIONAL INFORMATION

The firm may also include any additional information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

EVALUATION

The project will be awarded based on a Qualifications Based Selection (QBS) to the firm(s) that provide a proposal that is most responsive to meeting both the needs of the project and the project budget.

Proposals will be scored in four categories, by a scoring team composed of staff from each of the participating municipalities:

- Qualifications of Team – 50% of Total Score
- Understanding of Service – 20% of Total Score
- Location of Firm – 10% of Total Score
- Priced Proposal – 20% of Total Score

Qualifications of Team will be scored based on the experience, technical competence, and related past experience of the project team. Describe the roles of the key members of the team as it relates to the successful completion of the project. Include key members of sub consultants and what roles will be completed by those sub consultants. Provide resumes for all key members.

Priced Proposal will be scored based on the overall price provided by the firm to complete the project, and how well that price reflects both the scope of the project and the municipalities' obligation to seek efficient service.

Understanding of Service will be scored based on the information provided in the proposal that details the understanding of the processes and milestones throughout the project to ensure that the project is completed successfully.

Location of Firm will be based on location of the firm's office where project work will be completed. A maximum score will be awarded for firms completing work within the corporate limits of any of the participating municipalities. Reduced scores will be awarded to firms proportional to their distance from the participating municipalities.

TENTATIVE SCHEDULE FOR AWARD

Issue RFP ....June 21, 2022

Proposal Due Date ....July 12, 2022 (2:00 PM)

Preliminary Selection..July 18, 2022

Price Negotiations...July 18-22, 2022

Recommendation Due to City Commission ....Concurrent with triggered conversion

City Commission Consideration ....TBD based on above

INSURANCE REQUIRMENTS

The Consultant will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

a. Hold Harmless Agreements: To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.

b. Consultant Insurance Requirements: Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.

.

c. Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.

d. General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.

e. Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than $500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than $500,000 per claim.

g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.

i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance

2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance

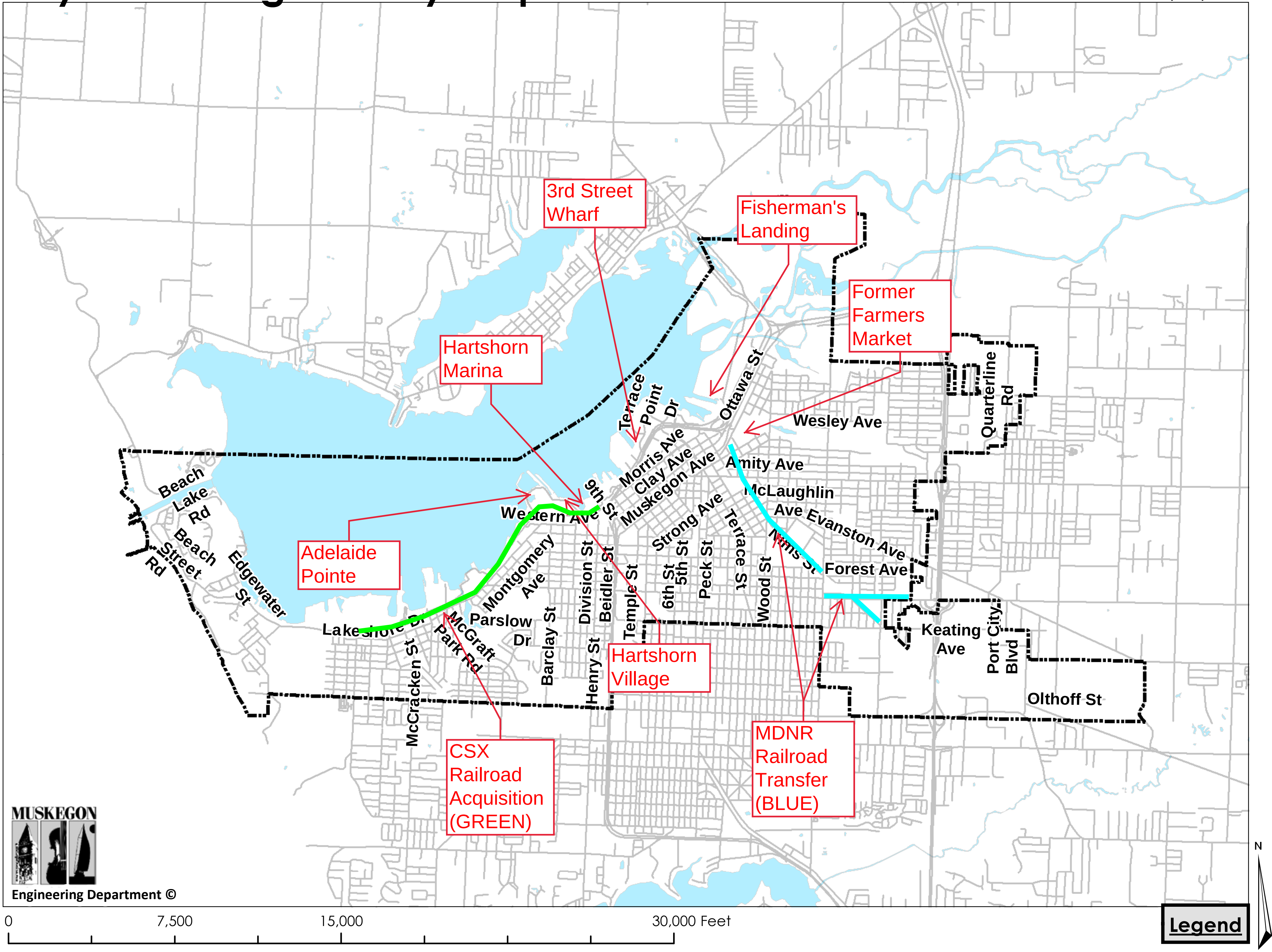
4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance

5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

City of Muskegon Utility Map

Date: 6/22/2022



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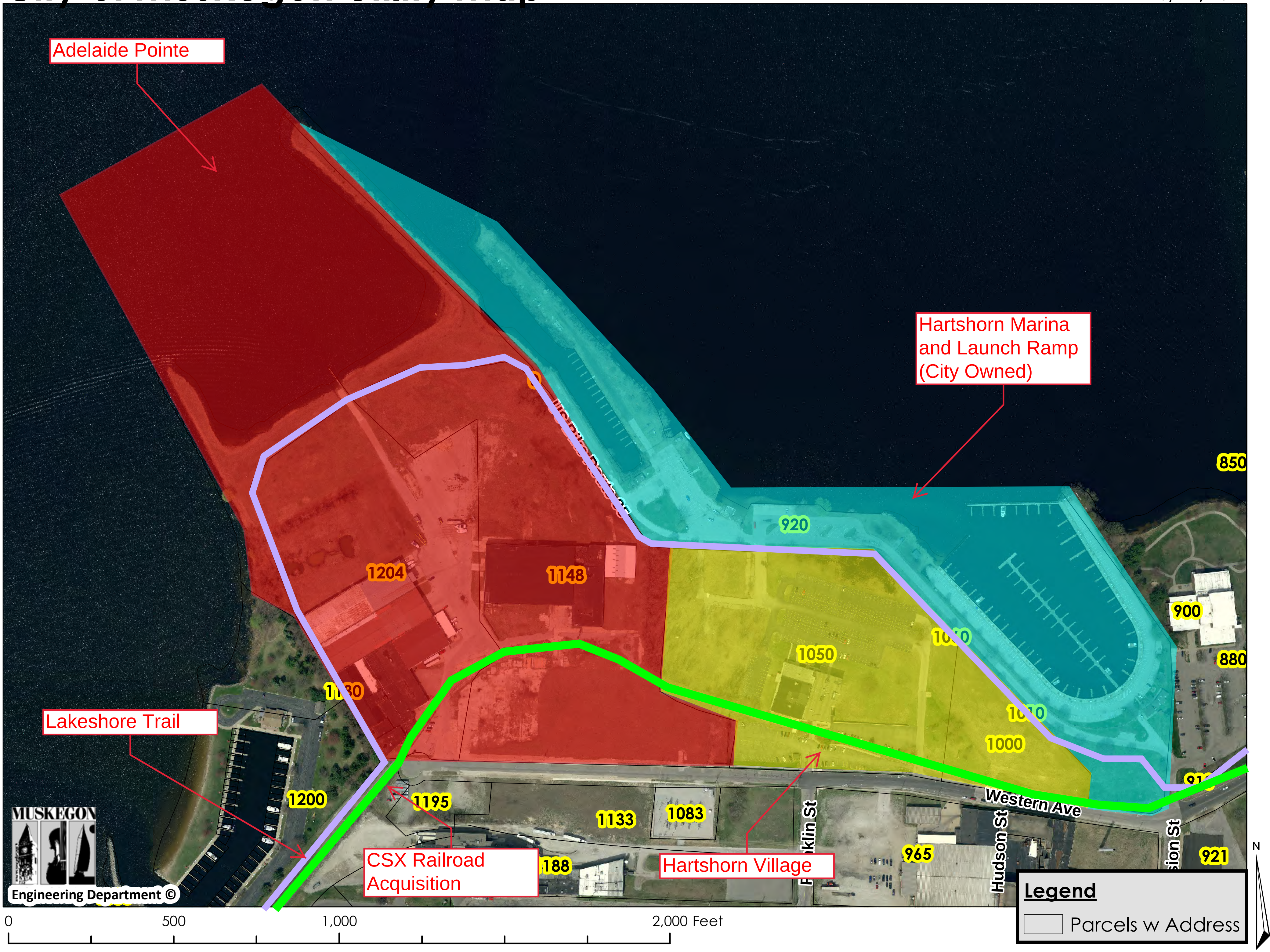

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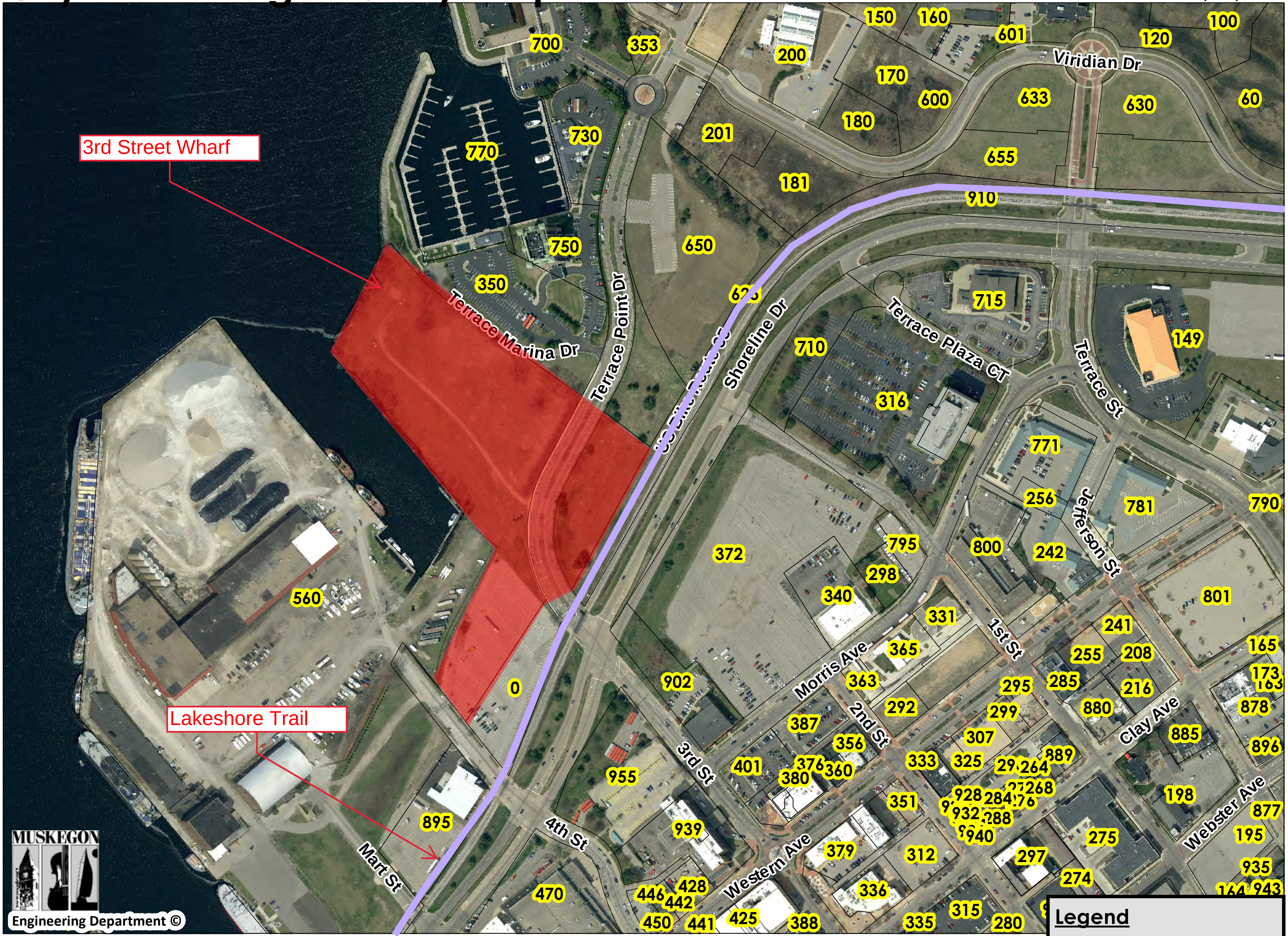

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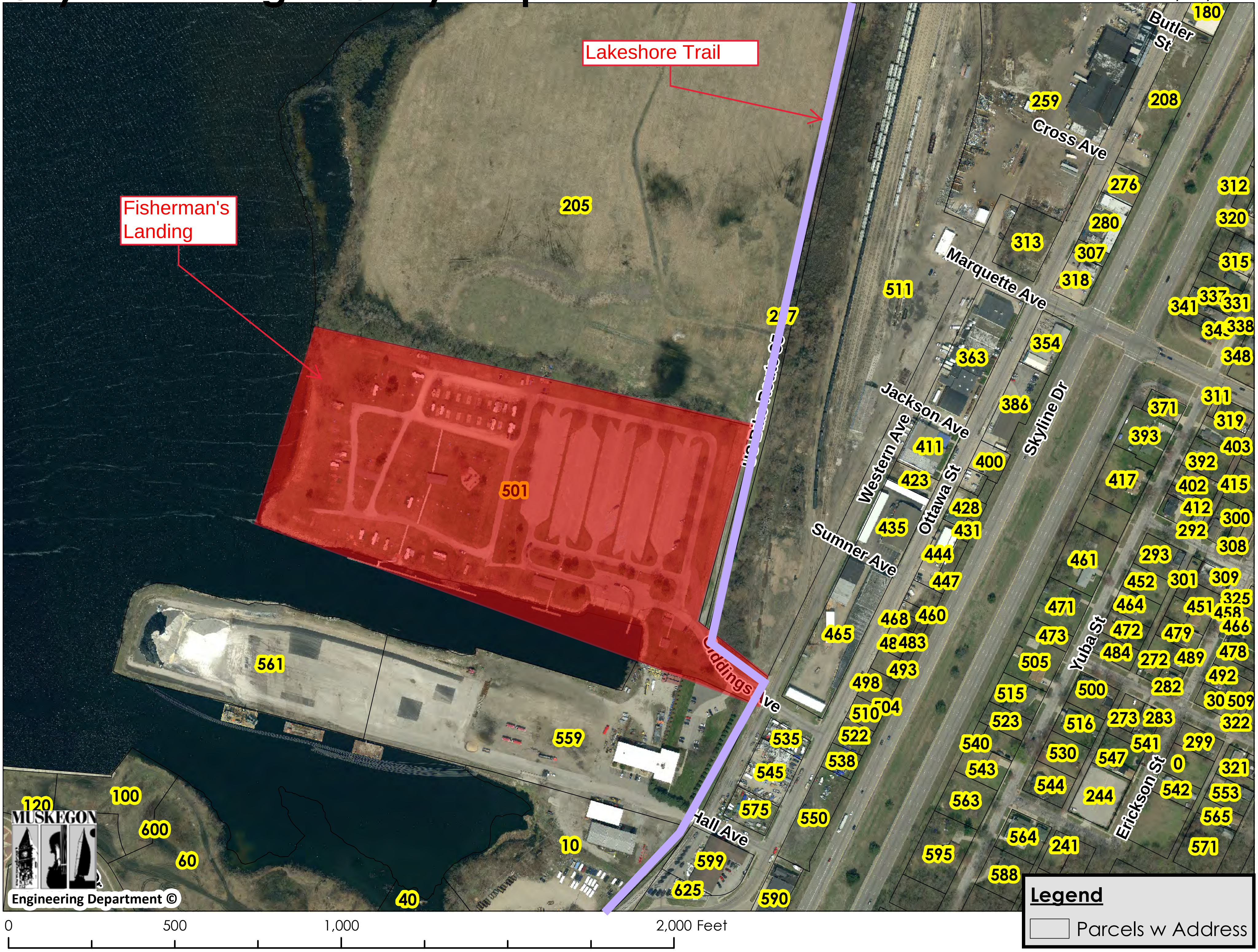
City of Muskegon Utility Map

Date: 6/22/2022



City of Muskegon Utility Map

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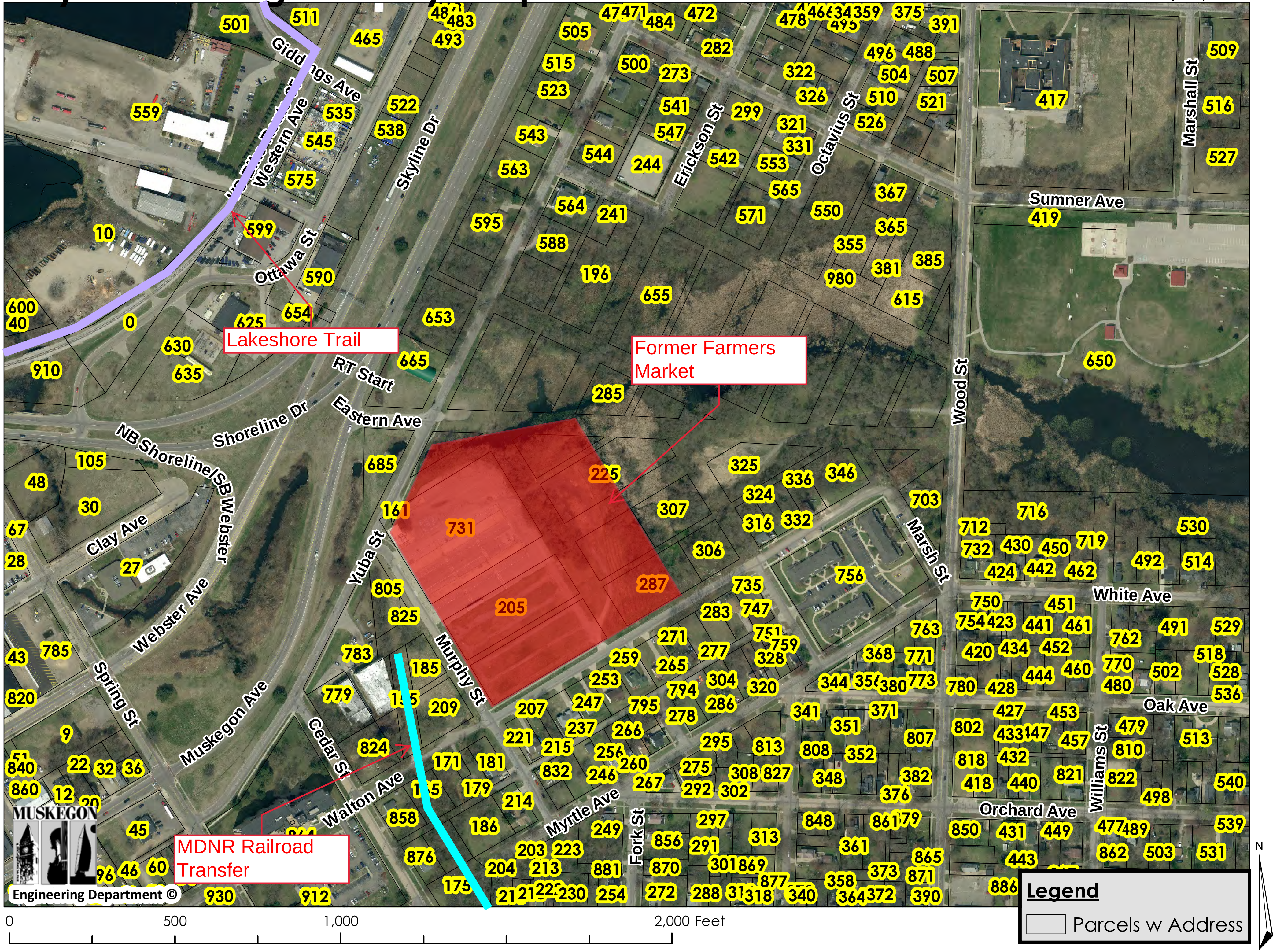

Outline of Procedures for Conversion of Grant Assisted Properties
Michigan Natural Resources Trust Fund (MNRTF)
Land and Water Conservation Fund (LWCF)
Clean Michigan Initiative (CMI)
Recreation Bond Fund (BF)
Recreation Passport (RP)

This document is provided as an outline of the general requirements that an entity receiving a grant (Grantee) must meet in order to properly document the conversion of a MNRTF, LWCF, CMI, BF or RP grant assisted site. While the conversion and mitigation process is generally straightforward, the circumstances vary from case to case, and it is difficult to provide guidance to cover every possible scenario. ***After reviewing this outline, it is important to consult with the Department on the details of your situation. Following that consultation, specific guidance related to your situation may be provided.***

The fundamental purpose in providing these grants is to permanently increase the amount of public outdoor recreation opportunities in the state. To that end, the Grantee and the Department of Natural Resources (Department) enter into an agreement wherein the Grantee commits to keeping the area acquired or developed with grant assistance in public outdoor recreation use in perpetuity (except RP grants which are 20-40 year commitments).

Occasionally, circumstances change and property encumbered by these grant obligations must be utilized for a purpose other than public outdoor recreation. In these cases, the Grantee must provide, at a minimum, a direct replacement for the property lost as measured in both recreation usefulness and market value. While the grant programs themselves may have some minor differences, the process identified in this document will be used for all conversion situations. The Grantee will work with Department staff to prepare a conversion and mitigation proposal that meets the program requirements. In cases where multiple grants and/or grant types are utilized within the same site, the most restrictive policies will prevail; however, the Grantee will only be required to complete one conversion proposal for Department review. The Grantee may be also be able to resolve multiple conversions within a single conversion proposal dependent upon the circumstances.

For conversion proposals involving LWCF, the National Park Service makes the final determination. For all other conversions involving the programs noted above, the Department makes the final determination.

Definition of a Conversion of Use

A conversion of use occurs when one or both of the following situations occur:

- The grant-assisted site, or a portion of the site, is no longer available for public outdoor recreation, or
- Property rights in or control of the grant-assisted site, or a portion of the site, are conveyed by the Grantee to another entity, either by deed, grant of easement or other mechanism.

For more information on conversions of use, please refer to the following documents:

- Michigan Natural Resources Trust Fund Board Policies and Procedures, Procedures for Board Policy 94.1: https://www.michigan.gov/documents/dnr/IC1917_MNRTF_Policies_and_Procedures_666100_7.pdf
- Land and Water Conservation Fund Grants Manual, Chapter 8E: https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf.

Department Contact Information

In every conversion, the Grantee is responsible for completing all necessary steps. To obtain approval of a conversion, information listed in this procedure must be submitted by the Grantee to the Department for review. For assistance in working through the conversion process, contact Grants Management at (517) 284-7268. Grantees should contact the Department as early in the process as possible to ensure that proper channels of communication are established.

Mailing Address	Street Address (for UPS or FedEx)
Grants Management	Grants Management
Department of Natural Resources	Department of Natural Resources
P.O. Box 30425	525 W. Allegan Street
Lansing, MI 48909-7925	Lansing, MI 48933
(517) 284-7268	(517) 284-7268

Overview of Conversion Resolution Process

1. Early Coordination and Establishment of the Boundary of the Conversion
2. Preliminary Materials
3. Preliminary Department Review
4. Final Materials
5. Final Department Review and Approval/Denial
6. Amended Project Agreement (for Approved conversions)

1) Early Coordination – Establishing the Boundary of the Conversion

The grant-assisted boundary will be considered the entire park unless otherwise stipulated through the grant agreement executed between the Department and the Grantee.

The first step in any conversion is agreement on the area converted, including both the shape and the total size of the area. Any conversion of less than the total grant-assisted site must take into consideration the total area impacted by the proposed non-conforming use, including necessary access routes and all possible intrusions into the remaining area. For example, cellular phone towers will require an access route for service and Grantees must also consider the fenced in area, if applicable. In some cases, the proposed use of the area to be converted will prevent or diminish the intended recreation uses of the remaining site through noise, safety zone encroachment, or visual impairment. For LWCF grants, The Department may involve the National Park Service in the early coordination process to ensure proper procedures are followed and communications are established.

Only after the boundary of the conversion is established to the satisfaction of the Department may the Grantee begin preparing the request for conversion.

2) Required Information – Making a Request for Conversion, Preliminary Materials

To request review of a conversion, provide the following information in writing to the Department. Please follow the outline shown.

A. DESCRIPTION OF CONVERSION: Provide details for the conversion being proposed (or that has already occurred).

- Describe the total acreage of the grant-assisted property
    - indicate the acreage of the conversion
    - indicate the acreage remaining once the conversion is removed
- Discuss the recreation opportunities available on the grant-assisted property in general and on the conversion site
- Explain why the conversion is being considered or why it occurred without prior approval
- Include information on how the control of the property will be conveyed; if other than in fee and include a copy of the conveyance document

B. DESCRIPTION OF PROPOSED MITIGATION (REPLACEMENT) PROPERTY: The proposed mitigation property must meet the acquisition requirements of the original granting program, including:

- Must not be currently in public ownership
- Must not contain levels of contamination that will render it unsuitable for its intended use
- Must not have encumbrances that would impair its use for public recreation
- Must not have uses that are not public outdoor recreation
- Must be acquired in fee simple by the Grantee

Provide details of the mitigation property being proposed to resolve the conversion.

- Include the total acreage of the mitigation property
- Briefly discuss how the mitigation property is replacing the recreation lost by the conversion (a more detailed analysis is requested below)
- Detail the total acreage of the grant assisted site once the conversion is removed and the mitigation is added

More than one property can be used as mitigation. Property currently owned by the Grantee or another public agency cannot be used as mitigation unless certain conditions are met. Please contact the Department for information on conditions that may apply. The legal description must be included with all proposed mitigation property.

C. ALTERNATIVES TO THE PROPOSED CONVERSION: Discuss all practical alternatives, including no action, to the proposed conversion and why they were rejected. If there is a viable alternative to converting grant-assisted property, the conversion will not be approved.

D. PROJECT BOUNDARY MAPS: The following maps must be provided. These maps will be used to establish the existing project boundary and the new project boundary should the conversion proposal be approved.

- Provide a geographical location map for the project site. Include the 9-digit zip code.
- Provide a geographical location map showing the relationship of the conversion site and the mitigation site if not contiguous. Include the 9-digit zip code.
- Provide a boundary map that depicts the <u>original project boundary</u> of the grant assisted property prior to being converted. Include the 9-digit zip code, the date, the Grantee's signature, and the dimensions and acreage.
- Provide a site map depicting the uses of the grant assisted property prior to being converted.
- Provide a boundary map that depicts the <u>original project boundary</u> and the <u>portion of the grant assisted property being converted</u>. Include the 9-digit zip code, the date, the Grantee's signature, and the dimensions and acreage.
- Provide a map that depicts the <u>new project boundary</u> of the grant assisted property following the conversion. Include the 9-digit zip code, the date, the Grantee's signature, and the dimensions and acreage. Two maps may be necessary to satisfy this requirement if the mitigation property is not contiguous to property remaining in the original project site.
- Provide a site map depicting the uses of any property remaining in the original project boundary and uses of the mitigation property. Two maps may be necessary to satisfy this requirement if the mitigation property is not contiguous to property remaining in the original project site.

E. COMPARISON OF RECREATION USEFULNESS: Provide an analysis of the recreation usefulness of the mitigation property in comparison to the conversion property. In essence, will the mitigation property replace the recreation opportunities lost through conversion of the project site? The mitigation property is not required to provide identical recreation experiences or be located at the same site as the conversion property. However, the recreation usefulness of the mitigation property should be equal or greater than the conversion property. This section should contain a description of the physical characteristics and resource attributes for both the conversion and mitigation sites with the number and types of resources and features on the site (e.g., 15 acres of wetland, 2 acres of beachfront, any unique or special features, habitats, structures, restrictions, easements, utilities, etc.).

Grantees are encouraged to discuss potential mitigation properties with the Department before preparing a formal request.

F. LOCAL RECREATION PLAN COMPLIANCE FOR MITIGATION PROPERTY: If your community has a plan in place, explain how the proposed development of the mitigation property is in accordance with the local recreation plan. If your community does not have a current recreation plan, other community planning documents may be utilized to support the request. The proposal must provide the name of the plan being used, page number, and section of reference and must be available to the Department for review.

3) **Preliminary Review by Department**: At this point, the Department will conduct an analysis of the proposed conversion. You should wait before proceeding to the next step, which involves the cost of appraisals. After receiving Department approval to continue with the conversion proposal, the Grantee may proceed with the next steps. Adjustments to the mitigation proposal may be necessary depending on the outcome of appraisals, public review and environmental due diligence.

4) **Final Materials:** Once the Department determines that the proposed mitigation has the potential to be acceptable to satisfy the conversion, the following steps must be completed and added to the preliminary conversion package. All preliminary and final materials must be compiled and submitted to the Department as one package.

G. ENVIRONMENTAL DUE DILIGENCE: The Grantee must conduct due diligence required under Part 201 of P.A. Act 451 of 1994, as amended prior to conducting any appraisals of the replacement properties. This information must also be provided to the appraiser prior to their review of the property.

Response Activity Plan (RAP) and Baseline Environmental Assessment (BEA): If, based on the results of due diligence, you have determined that the property is a facility and have been granted Department approval to move forward with proceeding toward acquisition, a BEA is required per Part 201 of the Natural Resources and Environmental Protection Act (1994 PA 451, as amended) and an RAP. You must submit the BEA and RAP to your local Department of Environment, Great Lakes, and Energy (EGLE) office.

Notify the DNR when you submit your RAP to the EGLE. Once you receive a written determination from EGLE that the RAP is adequate, submit to the DNR:

1) A copy of the written determination from the EGLE that RAP is adequate.
2) A timetable for completion of the due care activities.

- EGLE Approval of the RAP – If the EGLE approves the RAP, which indicates that the presence of contamination will not significantly reduce the overall use of the property for public recreation and resource protection and it can be determined that due care activities will not significantly delay the completion of the acquisition and development of the site, we will provide you with written approval to proceed.

- EGLE Does Not Approve the RAP - If the EGLE does not approve the RAP, which indicates that the presence of contamination will significantly reduce the overall use for public recreation and resource protection and/or it can be determined due care activities will significantly delay the completion of the acquisition and development of the site, we may deny the use of the property for mitigation.

Further information on the requirements for the preparation and review of the BEA can be obtained by contacting the Remediation and Redevelopment Division at your local EGLE office. For office locations and additional information, see the EGLE website at https://www.michigan.gov/EGLErrd or call 586-753-3823.

H. APPRAISALS:

- Appraisals must be completed by a State Certified General Appraiser following appraisal standards provided by the Department. These standards will be used by the Department to review the appraisals for suitability. Appraisals for ***LWCF*** conversion and mitigation properties must be done in accordance with Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book").

  The market value of the property you wish to acquire is to be determined through an appraisal conducted by a **certified general appraiser**, following the standards and guidance given in Appendix C of the Department's Acquisition Project Procedures. However, not all certified general appraisers are qualified to appraise all types of property. Most appraisers work primarily on the valuation of residential properties and may not have much experience appraising forest land, lake or river frontage, wetlands, former railroad corridors or other types of non-residential properties. Choose a certified general appraiser who has experience appraising the type of property being purchased. **The appraisal report standards must be given to the appraiser, who must sign, date and return the acknowledgment with the completed appraisal report.**

  The Department can provide a list of certified general appraisers who have had an appraisal approved by the DNR. Selecting an appraiser from this list is not required and choosing an appraiser from the list does not guarantee that the appraisal will be approved. However, appraisers on the list have demonstrated their awareness of and ability to prepare appraisals using the DNR-required appraisal format and standards, which may lessen the time needed to complete the appraisal and to have it reviewed once submitted to DNR.

  If a qualified person estimates the proposed acquisition parcel has a value of $750,000 or more, two separate appraisals must be prepared.

  The DNR's Real Estate Services Section will review the appraisal(s) to determine the final market value. This process may take up to 90 days.

  Local units of government and appraisers should be aware that the official DNR review of the appraisal(s) may result in an opinion of market value that is different from the value concluded by the appraiser. This is addressed under USPAP Standards Rule 3.3. The Standards can be found online at www.uspap.org.

- Determine the market value of the conversion property and the mitigation property. The market value of the mitigation property, excluding the value of any buildings or facilities that do not enhance outdoor recreation, must be equal to or greater than the market value of the conversion property.

- Appraisals of the conversion and mitigation properties must be performed to document that the mitigation property has a market value at least equal to the property to be converted.

I. PUBLIC REVIEW: The proposed conversion must go through a well-publicized public review process that includes ample opportunity for the residents of the community to review and comment on the proposed changes to the grant-assisted area as well as the proposed mitigation. At a minimum, the residents must be given 30 days to review the proposed conversion, followed by a public meeting in front of the highest level local governing body including discussion specific to the conversion and mitigation proposal. All issues and comments raised during the review process or at the subsequent meeting must be addressed in the final conversion request materials and a copy of the certified public notice and certified public meeting minutes provided.

J. DECLARATION AND NOTICE: The following statement must be recorded as a 'Declaration and Notice' after the property warranty deed(s) is recorded, which indicates that the property was encumbered by the Michigan Department of Natural Resources for public outdoor recreation in perpetuity:

The lands included in this deed were encumbered by the Michigan Department of Natural Resources pursuant to project agreement __-___ between the Michigan Department of Natural Resources and (Grantee), executed on (date). The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. (Grantee) is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

For conversion proposals that involve LWCF-assisted sites, the following items are also required.

K. ENVIRONMENTAL SCREENING: The Department will provide the Grantee with a federal environmental screening form to be completed by the Grantee agency. The screening form is used to identify potential or known negative effects to environmental or cultural resources, or social conditions, as the result of the proposed action and must be completed for both the conversion and mitigation properties. The Grantee may also obtain the PD/ESF form from this link: https://www.nps.gov/subjects/lwcf/upload/10-904-LWCF-Proposal-Description-and-Environmental-Screening-Form-09192016.docx.

A more detailed environmental assessment report may be required if certain "triggers" apply to the conversion and mitigation proposal. If the Department or National Park Service determine that an environmental assessment is required, further guidance will be provided to the Grantee.

L. STATE HISTORIC PRESERVATION OFFICE (SHPO) REVIEW: Review of potential effects of the conversion and mitigation proposal on historical properties is conducted by the SHPO. A letter of "no effect" will need to be obtained from SHPO for the conversion property <u>and</u> the mitigation property. For guidance on this process, please call 517- 373-1630, or visit the SHPO web site at www.michigan.gov/shpo. Note: SHPO has guidance specific to cell towers.

5) **<u>Final Review and Approval/Denial:</u>** The Department will conduct a final review of all information provided in the previous steps.
   - For conversions involving the LWCF, if the Department recommends approval of the conversion package, it will be forwarded to the National Park Service for a final determination.
   - For conversions involving all other grant programs noted above, the Department will make the final determination.

   The Grantee will be informed of the final determination in writing.

6) **<u>Amended Project Agreement:</u>** If the conversion packet is approved, the Grantee agency will receive an amended project agreement indicating the new project boundaries. The amended project agreement must be signed by the Grantee agency and returned to the Department before the conversion is considered resolved.

   - If the mitigation property is not contiguous to existing grant-assisted property a program specific plaque must be ordered and installed. Providing program acknowledgement through signs, plaques, and written materials helps residents and visitors to the community see the benefits of recreation grant programs and the long-term importance to Michigan's recreation estate. They also serve as a reminder to future local officials and park personnel that the park has long-term grant obligations. Ordering information can be obtained by the department. If a new plaque is required, a picture of the installed plaque must be submitted with the amended project agreement.

GRANTS MANAGEMENT
Michigan Department of Natural Resources

Monday, November 29, 2021

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Project No. **26-00104** **Project County:** **Muskegon** **Project Year: 1967**

Project title: Lakeshore Trail

Project Status: Grant Closed **Grant Amount:** $10,000.00

Scope Item

Project Description: Muskegon Municipal Golf Course -- Acquire 200 acres of land (original project). Mitigation project--acquire 16 parcels of land totalling 38.05 acres to construct Lakeshore Trail.

Project No. **26-00149** **Project County:** **Muskegon** **Project Year: 1968**

Project title: Lake Michigan Park

Project Status: Grant Closed **Grant Amount:** $114,250.00

Scope Item

Project Description: Acquisition of approximately 23 acres of land which will link to two existing parks fronting lake Michigan.

Project No. **26-00795** **Project County:** **Muskegon** **Project Year: 1976**

Project title: Fisherman`s World

Project Status: Grant Closed **Grant Amount:** $60,435.60

Scope Item

Bathhouse and utilities

Beach

Boardwalk and boat tie-up

Landscaping

Lighting

Parking

Sprinkler system

Project Description: Beach, bathhouse & utilities, parking, landscaping, sprinkler system, lighting.and LWCF sign

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Project No. **26-01023 N3** **Project County:** **Muskegon** **Project Year: 1977**

Project title: Beukema Softball Complex

Project Status: Grant Closed **Grant Amount:** $84,609.56

Scope Item

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Concession/storage building

Fencing, irrigation and sodding for 3 ball diamond

Lighting, bleachers, scoreboards for ball diamonds

Project Description: lighting, bleachers,and scoreboards for two existing ball diamonds, fencing , irrigation and sodding for 3 existing ball diamonds, concession/ storage building, LWCF sign

Project No. **26-01126** **Project County:** **Muskegon** **Project Year: 1980**

Project title: Reese Field

Project Status: Grant Closed **Grant Amount:** $55,311.66

Scope Item

Development of Reese Field to softball

Landscaping

Lighting of Reese Field

Parking lot

Project Description: LIghting for diamond #1, construction of diamond #4, parking lot, landscaping, fencing.

Project No. **26-01282** **Project County:** **Muskegon** **Project Year: 1983**

Project title: Pere Marquette Park Development

Project Status: Grant Closed **Grant Amount:** $53,200.00

Scope Item

Beachhouse w/ restrooms, life-guard/first-aid/stor

Project Description: 1 beach house containing restrooms, a life guard/first aid station and storage room, LWCF sign

Project No. **26-01351** **Project County:** **Muskegon** **Project Year: 1984**

Project title: Hartshorn Marina

Project Status: Grant Closed **Grant Amount:** $101,874.34

Scope Item

Entry drive and parking lot reconstruction

Landscaping

Restroom w/ showers

Seawall extension

Waste pump station

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Project Description: seawall extension, entry drive, parking lot reconstruciton, restroom with showers, waste pump station, landscaping, LWCF sign

Project No. **TF1040** **Project County:** **Muskegon** **Project Year: 1985**

Project title: Muskegon Lakefront

Project Status: Withdrawn **Grant Amount:** $107,185.00

Scope Item

Project Description: To acquire 7.89 acres of a lowland/wetland area with approximately 850 feet of frontage along Muskegon Lake.

Project No. **BF89-301** **Project County:** **Muskegon** **Project Year: 1989**

Project title: Pere Marquette Park Redevelopment

Project Status: Grant Closed **Grant Amount:** $375,000.00

Scope Item

Fishing pier

Irrigation

Landscaping/seeding

Parking areas

Picnic shelters (2)

Playground equipment

Restroom/storage building

Site lighting

Site preparation

Walkways/bikeways

Project Description: Redevelop the picnic and Muskegon channel area in Pere Marquette Park. Restroom/storage area, playground, shelter (picnic area), fishing pier, parking lot, walkway/bike path, site lighting, site preparation.

Project No. **TF90-035** **Project County:** **Muskegon** **Project Year: 1990**

Project title: Bronson Park Development

Project Status: Grant Closed **Grant Amount:** $375,000.00

Scope Item

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Dune walkways

Fencing

Landscaping/seeding

Parking areas/paving

Picnic shelters

Playground equipment

Restroom building

Site lighting

Site preparation

Walkways

Project Description: To develop a picnic area, parking lot, dune trail system, restroom facility, playground, and picnic shelters, lighting and landscaping on Lake Michigan.

Project No. **BF91-058** **Project County:** **Muskegon** **Project Year: 1991**

Project title: Smith-Ryerson Gymnasium

Project Status: Grant Closed **Grant Amount:** $270,000.00

Scope Item

Construction

Project Description: Building renovations for the Smith-Ryerson Community Center.

Project No. **TF93-020** **Project County:** **Muskegon** **Project Year: 1993**

Project title: Lakeshore Trail

Project Status: Grant Closed **Grant Amount:** $375,000.00

Scope Item

Asphalt Trail & Pavement

Boardwalk

Crosswalk Signal

Dune Steps

Fence

Intersection Modification

Landscaping

Lighting

Site Amenities

Project Description: Development of a walkway along the lakeshore from Pere Marquette Park south to Bronson Park for safe access for non-motorized vehicles and pedestrians.

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Project No. **BF95-074** **Project County:** **Muskegon** **Project Year: 1995**

Project title: Seyferth Park Development

Project Status: Grant Closed

Grant Amount: $240,000.00

Scope Item

Ball Diamond Infields

Bikeway/Walkway/Trail

Irrigation

Landscaping

Park Amenities

Parking Lots

Playground Equipment

Restroom Facility

Shelter

Project Description: Upgrade park with restrooms, shelter, play equipment, parking lots, bike/pedestrian path, redeveloped ballfields, park furniture and landscaping.

Project No. **CM99-013** **Project County:** **Muskegon** **Project Year: 1999**

Project title: Campbell Field Redevelopment

Project Status: Grant Closed

Grant Amount: $295,000.00

Scope Item

Ballfield Realignment - Infields

Fencing, 3,500 feet

Irrigation

Landscaping - Seeding, Sod, Grading, Sidewalks

Park Amenities

Parking

Restroom/Shelter

Project Description: To provide an accessible restroom, additional parking, irrigation, relocation of the four little league baseball diamonds and other site amenities.

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Project No. **CM00-045** **Project County:** **Muskegon** **Project Year: 2000**

Project title: Beachwood Park Development

Project Status: Grant Closed **Grant Amount:** $295,000.00

Scope Item

10' Wide, 0.5 Mile Long Lakeshore Trail Linkage

Grading for Ice Rink

Irrigation System

Pave Parking Lot

Playground Equipment

Restroom

Seeding changed to landscaping

Shelter

Site Amenities

Project Description: Redevelopment of this Michigan Dunes Park, adjacent to Lake Michigan, including a section of the lakeshore trail, restrooms, playground equipment, irrigation, picnic shelter, and paved parking.

Project No. **TF04-025** **Project County:** **Muskegon** **Project Year: 2004**

Project title: Muskegon Lakeshore Trail

Project Status: Grant Closed **Grant Amount:** $500,000.00

Scope Item

Asphalt pathway

Boardwalk

Bollards

Bridge

Fencing

Landscaping

Rip Rap Shore Protection

Shade Structure

Signage

Site Amenities

Site Preparation

Viewing Rest Area

Project Description: Development of a two mile, 12-foot wide, non-motorized bituminous pathway, boardwalk, bridge and three fishing decks which will provide 2 miles of access to Muskegon Lake.

Project No. **TF07-060** **Project County:** **Muskegon** **Project Year: 2007**

Project title: Smith-Ryerson Park Improvements

Project Status: Grant Closed **Grant Amount:** $433,400.00

Scope Item

Basketball Courts

Bleachers

Interpretive signage

Irrigation System

Large Picnic Shelter

Picnic Tables & Grills

Pier

Rehab Old Restroom-Storage

Restriping parking lot

Restroom/Concession Stand

Site preparation

Trail Along the Creek

Project Description: Accessibility improvements to 25-acre park with 1,500 feet of frontage on Ryerson Creek to include restroom/ concession, picnic shelter, site amenities, bleachers, storage building, interpretative signs, pier, irrigation, basketball courts, and trail.

Project No. **TF16-0114** **Project County:** **Muskegon** **Project Year: 2016**

Project title: Pere Marquette Park Recreational Improvements

Project Status: Grant Closed **Grant Amount:** $367,800.00

Scope Item

Access Pathway 5' - 6' wide

Restroom Building Renovation/Addition

Play Equipment (including surfacing)

Project Description: Development of universally accessible park features including a playground and access paths and renovation of an existing restroom to improve accessibility and efficiency and the addition of universally accessible family bathrooms. The facilities will upgrade a high use park on Lake Michigan and serve as a trailhead for the Lake Michigan Water Trail.

Total number of projects: 18

GRANT HISTORY

Grantee

City of Muskegon - Muskegon County

Total Amount of Grant Given $4,113,066.16

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26th, 2022	Title: Park Concession Policy
Submitted By: Leo Evans	Department: DPW / Parks

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

Detailed Summary:

The enclosed policy was previously discussed at the July 11th, 2022 Work Session meeting and the attached version 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

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Approve the Park Concession Policy.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

PARK CONCESSION POLICY

EFFECTIVE: **July 26th, 2022**

PURPOSE

To formalize the process and procedures related to concession operations within the City of Muskegon Park System.

GOALS

The City of Muskegon maintains this policy with the goals of:

- Providing a variety of services to park visitors that could not be provided by other means
- Meet the needs and wants of park users
- Activate and engage our park spaces
- Offer opportunities for small business to start and grow

COVERED AREAS & APPLICABILITY

This policy applies to any concession proposing to operate in the traditionally recognized city park system, with the following exceptions:

- Hackley Park is excluded from this agreement and no concessions outside of approved special events are permitted to operate within Hackley Park.

- This policy does not apply to Western Market, Muskegon Farmers Market, Trinity Health Arena, or any other areas which may contain similar operations but are not a part of the traditionally recognized city park system.

- This policy also does not apply to “The Deck” restaurant which operates within Pere Marquette Park, to “Fisherman’s Landing” campground and boat launch, nor to the “Clippers” baseball facility that operates within Marsh Field, as all are under specific lease agreements and terms.

- Concessions operating as a part of an approved special event or an approved sports league are exempt from this policy.

This policy does apply to the few brick and mortar concession spaces located within the City Parks; currently the list of brick and mortar spaces is as follows, with future changes possible:

- The designated concession space within the Pere Marquette Park Bathhouse

- The Pere Marquette Park secondary building located south of the bathhouse

- The Pere Marquette Park Chalet at the north end of the park

APPLICATION & AGREEMENT PROCESS

Applications will be accepted year-round on the attached form.

There is no fee associated with applying to be a concessionaire within the City Parks. If the application is approved, fees will be charged for the right to operate within the city park system as outlined below.

Staff will review applications in accordance with this policy. Applications approved by staff will be presented to the Commission for consideration before adoption of the agreement.

Once an application is approved by the City Commission, city and the concessionaire will enter into a formal agreement. General agreement terms attached to each agreement will be specifically crafted to match the agreed upon activities, fees, and services as allowable in this policy.

Agreements shall be renewed annually, except that agreements within a designated brick and mortar space may be proposed for an extended duration, with the maximum length not to exceed 5 years.

Returning operations for brick and mortar facilities in good standing shall be offered first right of refusal to renew their agreement for up to one renewal term of the same duration as the original term. When brick and mortar spaces become available or at the end of a renewal term the brick and mortar spaces will be offered as available through a request for proposal process.

FEES & WAIVERS

Concessionaire shall be obligated to pay the fees outlined in the agreement.

The standard fee to operate a concession shall be set at $1,000/Year + 5% of gross receipts for any operation conducted within Kruse Park, Pere Marquette Park, Margaret Drake Elliot Park or Harbor Towne Beach, and $250/Year + 5% of gross receipts for any concession operating in any other park.

Concession agreements proposed for a brick and mortar location as described above shall be set at $1,000/Year + 10% of gross receipts or $2,500/Year, whichever is expected to be more.

Revenue generated from concession operations shall be deposited in the City General Fund for support of park and recreation operations in the City.

Fees for concessions may be waived by staff upon receipt of a “Concession Fee Waiver Application” at the same time as a concession application. Fee waivers will be evaluated according to the point system described on that form.

Return completed application to the following:
City of Muskegon Public Works Department
1350 East Keating Avenue
Muskegon, MI 49442

► I. CONCESSIONAIRE

BUSINESS / NON-PROFIT	
CONTACT	
ADDRESS	
PHONE	
EMAIL	

► II. OPERATIONAL DESCRIPTION

ACTIVITIES CONDUCTED **(ATTACH PICTURES IF NEEDED)**	
EQUIPMENT USED **(ATTACH PICTURES IF NEEDED)**	
REQUESTED LOCATION(S)	

► IV. LIABILITY WAIVER

APPLICANT(S) voluntarily agree, understand and recognize that participants will have no right to make a claim or file a lawsuit against the City.

► V. REQUIREMENTS OF CONCESSIONAIRES

1. Applicant shall comply with all City of Muskegon Policies.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. Applicant shall save the City of Muskegon harmless from all claims.
4. The appointed fees must be paid in full to the City prior to commencement of operations.
5. All required licenses and an insurance certificate listing the City as an additional insured party must be submitted before the agreement is signed and before commencing operations.
6. Applications denied by staff may be appealed to the City Commission for consideration.

With my signature, I certify that I have read and agree to the City of Muskegon Park Concession Policy and all items listed on this application.

I agree to abide by all applicable ordinances & regulations.

____

Signature of Applicant **Date**

CITY STAFF USE ONLY: APPROVED / DENIED

NAME/TITLE:____

DATE:_____________ FEE:_________________

NOTES:____

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26th, 2022	Title: Sherman Blvd Scrap Tire Grant
Submitted By: Joel Brookens	Department: DPW / Engineering

Brief Summary: Staff is requesting permission to approve the attached contracts.

Detailed Summary:

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 the research and development for the project, including on site testing and lab analysis.

Legal consul is still reviewing the contracts for legal conformity.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Authorize staff to approve contracts with EGLE and MTU, pending legal review.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

SCRAP TIRE MARKET DEVELOPMENT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF MUSKEGON

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Muskegon ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0087 of 2021. This Agreement is subject to the terms and conditions specified herein.

Project Name: Rubber Modified Concrete, Sherman Ave. Project #: 455442 - CV0047621

Amount of grant: $318,334.00 % of grant state 100% / % of grant federal 0%

Amount of match: $318,334.00 = 50% Project Total: $1,315,000.00 (grant plus match)

Start Date (date executed by EGLE): ______________ End Date: December 31, 2023

GRANTEE CONTACT:

Leo Evans, DPW Director
Name/Title

City of Muskegon
Organization

933 Terrace Street
Address

Muskegon, Michigan 49440
Address

231-724-6900
Telephone number

Leo.Evans@shorelinecity.com
E-mail address

NA
Federal ID number – (Required for Federal Funding)

NA
Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Kirsten Clemens, Scrap Tire Coordinator
Name/Title

EGLE-MMD-Scrap Tire
Division/Bureau/Office

P.O. Box 30241
Address

Lansing, Michigan 48933
Address

517-614-7431
Telephone number

EGLE-ScrapTire@Michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

______________________________ ______________
Signature Date

Leo Evans, DPW Director
Name/Title

FOR THE STATE:

______________________________ ______________
Signature klg 04/21/22 Date

Elizabeth M. Browne, Director, Materials Management Division
Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide one complete electronic copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Scrap Tire Market Development Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

"'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, 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 the state.

(2) Have not within a three-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) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(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 subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project shall be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2022 Scrap Tire Market Development Grant Application.

GRANTEE REIMBURSEMENT

Breakdown of project funds covered under this Agreement:

Equipment and/or Research and Development:

Grant Amount (Maximum State Share) =	$318,334.00
Matching Funds (Grantee Share) =	$318,334.00
Total Project Budget =	$1,315,000.00

The State shall reimburse the Grantee, 50% of the cost of purchasing scrap tires not to exceed $89.00 per ton up to the maximum amount awarded. Only the cost of purchasing scrap tires from Michigan scrap tire processors or other generators of scrap tires in Michigan is eligible for reimbursement and/or 50% of the cost of purchasing equipment, or for research and development for eligible expenditures incurred and paid by the Grantee. If applicable, the total grant amount paid by the State to the Grantee may be reduced if the amount of scrap tires used is less than the number of tons of tires specified in the project workplan. All grant eligible expenditures shall be incurred during the time period allowed for Project Completion.

The total payment made to the Grantee by the State shall not exceed $318,334.00 for the actual expenses incurred and paid by the Grantee.

Any additional costs associated with the project shall be the responsibility of the Grantee.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the Grantor during this Agreement period. The Grantee shall be required to submit quarterly progress reports (i.e., January 31, April 30, July 31, October 15) as well as a Project Final Report as outlined in Section IV, page two, indicating project accomplishments and following the benchmarks and timeline goals as stated in the Grant Application.

The Grantee must first pay for the scrap tires and installation of the material, or equipment and then seek reimbursement from the State for the actual expenses incurred and paid by the Grantee.

The Grantee shall submit to the State, a copy of all invoices, receipts, and documentation of actual expenses incurred and paid by the Grantee.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment (copy of a cancelled check) and a copy of any invoice(s), and all other pertinent documents as specified above for the actual expenses incurred and paid by the Grantee.

Within 30 days of project completion, the Grantee shall submit the final request for payment.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor). Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s).

NOTIFICATIONS

The Grantee shall inform the State's Contact of major milestones, field activities, equipment installations, or other pertinent dates to give an opportunity to observe and monitor progress.

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

(A) All material or equipment purchased under this Agreement has been installed and is operational by the end date of this Agreement.

(B) The Grantee has submitted all reports required by Section IV, page two of this Agreement.

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment form(s), all supporting financial documentation, all invoices and cancelled checks submitted by the Grantee, supporting documentation including proof that all Processors and subcontractors have been paid by the Grantee, and all reports submitted by Grantee to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct and reflect the actual expenses incurred and paid by the Grantee.

(B) An inspection of the project site by the State to determine that the terms of this Agreement have been met.

REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK

AGREEMENT FOR SPONSORED RESEARCH
Michigan Tech #2103033

This Agreement for Sponsored Research (Agreement) is entered into by Michigan Technological University, Houghton, Michigan 49931, (Michigan Tech) and the City of Muskegon (Sponsor).

The research program to be conducted under this Agreement is of mutual interest and benefit to Michigan Tech and Sponsor, will further the multiple missions of Michigan Tech (instruction, research, and public service) in a manner consistent with its status as a non-profit, tax exempt, educational institution, and may derive benefits for the Sponsor, Michigan Tech, and society by the advancement of science and engineering through discovery;

Sponsor has expressed a desire to engage Michigan Tech to create or enhance technologies that may assist in Sponsor's development and commercialization of new products and/or processes;

Michigan Tech's research capabilities and infrastructure reflect a substantial public investment which Michigan Tech, as a part of its mission as a publicly funded Michigan University, wishes to utilize in a cooperative and collaborative research effort with Sponsor in order to meet the above stated needs;

Order of Precedence: Any inconsistencies in this Agreement shall be resolved by giving precedence in the following order:

1. Attachment A. – Project Scope of Work
2. Attachment B. – Agreement Terms and Conditions

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth below, the parties hereto agree to the following:

1. Scope of Work and Price Michigan Tech shall, for a fixed price of $76,659 (request) and $76,659 (cost share), undertake a sponsored project titled "Build Sustainable and Durable Rubber-Modified Concrete Pavement" as described in Attachment A (Project). It is agreed that Attachment A will govern the direction of the Project until amended by authorized representatives of Sponsor and Michigan Tech as provided in this Agreement.

2. Project Duration The Project shall start on the date prime agreement was executed by EGLE and end on December 31, 2023, unless earlier terminated pursuant to Section 3. Michigan Tech will exert good faith efforts to complete the Project by the end date but makes no warranty or representation that it will be completed by that time. The parties may agree to extend the Project duration by written, signed amendment to this Agreement.

3. Termination

3.1 Sponsor may terminate the Project and this Agreement upon written notice to Michigan Tech and termination shall be effective as of thirty (30) days from the date of receipt of such notice. As of the effective date of termination by Sponsor all licenses and rights under the Intellectual Property shall terminate. Termination of this Agreement by Sponsor shall not relieve Sponsor of its obligation (a) to reimburse Michigan Tech for all fees and costs incurred by Michigan Tech under Section 11.4 for the pursuit and maintenance of patents or (b) for payment to Michigan Tech for all non-cancelable commitments incurred under the Project prior to such termination.

3.2 Michigan Tech may terminate the Project and this Agreement if circumstances beyond its control preclude continuation of the Project or in the event Sponsor fails to promptly make payments according to the schedule set forth in Section 5. Such termination will not relieve Sponsor of its obligation to reimburse Michigan Tech for fees and costs incurred in carrying out, in good faith, Michigan Tech's obligations under the Project and this Agreement prior to such termination.

3.3 Except to the extent of Sponsor's failure to pay amounts due under Section 5, which is addressed in Section 3.2, in the event either party hereto shall commit any material breach of or default in any terms or conditions of this Agreement, and also shall fail to reasonably remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option, and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect. Termination shall be effective as of the date of receipt of such notice.

4. Equipment Michigan Tech shall retain title to any equipment purchased from the fixed fee under this Agreement.

5. Payment Schedule Michigan Tech will submit invoices to the City of Muskegon showing total project costs. Payment reimbursement to Michigan Tech will be 50% of the total project costs.

Michigan Tech may submit the invoices no more frequently than monthly. Payment is due within thirty (30) days of the date of the invoice.

Michigan Tech shall provide a Final Invoice within 60 days after the expiration date.

Payment Address:

Cashier's Office
Michigan Technological University
1400 Townsend Drive
Houghton, MI 49931
Phone: (906) 487-2622
Fax: (906) 487-3042

6. Reporting Requirements Michigan Tech will provide written technical progress reports as reasonably requested by Sponsor but no more frequently than quarterly.

7. Disclaimer of Warranty In view of the experimental nature of this Project, Michigan Tech makes no warranty or guarantee of any kind in connection with anything delivered or provided by Michigan Tech under this Agreement, and Michigan Tech DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, with respect to any information, results, design, specification, prototype, or any other item furnished to Sponsor, or to others at Sponsor's request, in connection with the Project, this Agreement, or the subject thereof.

8. Name Use Except that either party may reference the existence of the Project and the relationship of the parties in the Project, neither party will use the name of the other party, nor of any member of the other party's employees in any publicity, advertising, news release, or other materials without the prior written approval of an authorized representative of that party.

9. Confidentiality

9.1 Confidential Information shall mean any information disclosed by a party (the Disclosing Party) to the other party (the Receiving Party), and identified prior to disclosure with an appropriate marking or identification such as CONFIDENTIAL or any other similar legend. If such Confidential Information is disclosed orally or visually, then the parties shall use reasonable effort to reduce such oral or visual Confidential Information to tangible form and furnish a copy (marked CONFIDENTIAL) to the Receiving Party within thirty (30) days of the original oral or visual disclosure. Confidential Information shall not include information that (a) is now available or becomes available to the public without breach of this Agreement; (b) is explicitly approved for release by written authorization of the Disclosing Party; (c) is lawfully obtained from a third party or parties without a duty of confidentiality; (d) is known to the Receiving Party prior to disclosure as evidenced by prior written records; or (e) is at any time developed by or for the Receiving Party independently of any such disclosure(s) from the Disclosing Party.

9.2 Neither party shall disclose, reproduce, use, distribute, reverse engineer or transfer, directly or indirectly, in any form, by any means or for any purpose, the Confidential Information of the other party, except in the performance of the Project or as expressly permitted in writing by the Disclosing Party. Disclosure of Confidential Information does not confer upon the Receiving Party any license, interest or rights in any Confidential Information except as provided under this Agreement. Subject to the terms set forth herein, each party shall protect the other party's Confidential Information with the same degree of protection and care it uses to protect its own Confidential Information, but in no event less than reasonable care. The obligations of the parties under this Section 9 shall survive the term of this Agreement by two (2) years.

9.3 Nothing in this Section 9 shall prohibit or limit the Receiving Party's disclosure of Confidential Information pursuant to a requirement of a governmental agency or by operation of law so long as the Receiving Party notifies the Disclosing Party prior to disclosure in order to give the Disclosing Party an opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In this case disclosure shall include only that part of the Confidential Information that the Receiving Party is required to disclose.

9.4 The Receiving Party acquires no intellectual property rights from the Disclosing Party under this Agreement, except for the restricted right to use Disclosing Party's Confidential Information for the express, limited purposes permitted by this Agreement.

10. Publication

10.1 Sponsor recognizes that the scientific results of Michigan Tech research must be publishable and may be presented at symposia or professional meetings; published in journals, theses, or dissertations; and/or otherwise disclosed for scholarly or academic purposes.

10.2 Except as provided in Section 9.2, Michigan Tech agrees not to publish or otherwise disclose Confidential Information. Sponsor agrees that Michigan Tech, subject to review by Sponsor, shall have the right to publish results of the Project. Sponsor shall be furnished copies of any proposed publication or presentation at least thirty (30) days before submission. Sponsor shall have such thirty (30) days as a review period to identify Confidential Information provided by the Sponsor and to assess the patentability of any invention described in the proposed publication or presentation. During the thirty (30) day review period and upon receipt of written notice from Sponsor, Michigan Tech shall (a) remove Sponsor Confidential Information identified in such notice and/or; (b) delay the presentation or publication for an additional ninety (90) days or until a patent application is filed, whichever is sooner. Should Sponsor fail to provide written notice within thirty (30) days after receipt of any proposed publication or presentation, Sponsor shall be deemed to have approved publication of the entire content, and Michigan Tech shall be free to publish or present material included in the proposed publication or presentation.

11. Intellectual Property Protection

11.1 Intellectual Property shall mean, individually and collectively, all know-how, inventions, discoveries, and works of authorship which are discovered or conceived directly pursuant to the Project, and any registration or protection (including but not limited to patents, trademarks, and copyrights) on any of the foregoing. Michigan Tech Intellectual Property means any Intellectual Property discovered or conceived solely by Michigan Tech. Joint Intellectual Property means any Intellectual Property discovered or conceived jointly by Michigan Tech and Sponsor.

11.2 Sponsor recognizes that Michigan Tech has an obligation to utilize the knowledge and technology generated by Michigan Tech research under the Project in a manner which maximizes societal benefit and economic development and which provides for the education of graduate and undergraduate students.

11.3 Each party shall notify the other party of any Intellectual Property disclosed to it within thirty (30) days of its receipt of disclosure and such disclosure shall be considered Confidential Information.

11.4 Michigan Tech will, through patent counsel of its choosing, prepare, file, and prosecute applications for patents on any potentially patentable aspects of the Intellectual Property that the parties agree to pursue. Michigan Tech will pay maintenance and annuity fees on any patent applications and patents the parties agree to maintain in force. Sponsor will reimburse Michigan Tech for all fees and costs associated with the pursuit and maintenance of patents on such potentially patentable aspects of the Intellectual Property. Michigan Tech will have ultimate decision-making authority on any patent applications on the Intellectual Property, but will provide Sponsor with information on the status of all such patent applications.

12. Intellectual Property Licenses

12.1 Michigan Tech Intellectual Property will be owned by Michigan Tech, and Joint Intellectual Property will be owned by the parties jointly.

12.2 Michigan Tech hereby grants to Sponsor a non-exclusive, royalty-free license under the Michigan Tech Intellectual Property to make, use, sell, and import the Michigan Tech Intellectual Property. Such non-exclusive license is subject to termination by Michigan Tech with respect to any patent in the event Sponsor fails to reimburse Michigan Tech for any fees and costs incurred in securing and maintaining such patent.

12.3 Exclusive Negotiation Period shall mean the six (6) month period following the end-date of the Project. If Sponsor desires an exclusive license under the Intellectual Property, Sponsor will notify Michigan Tech of same. In such event, Michigan Tech will not negotiate with any third party any license under the Intellectual Property during the Exclusive Negotiation Period. During the Exclusive Negotiation Period, the parties will negotiate an exclusive license for Sponsor under Michigan Tech's rights to the Intellectual Property. Such exclusive license will be subject to termination by Michigan Tech with respect to any patent in the event Sponsor fails to reimburse Michigan Tech for any fees and costs incurred in securing and maintaining such patent.

12.4 In the event Sponsor declines or ceases to reimburse Michigan Tech for its costs in the securing and maintaining of any patent on any aspect of the Intellectual Property, Michigan Tech may continue to secure and maintain the patent at its own cost and without any obligation or license to Sponsor for that patent.

12.5 Any other terms of this Agreement or any exclusive license negotiated under this agreement notwithstanding, Michigan Tech retains the right to perform research even if such research activities overlap the Project and whether or not such research is supported either by Michigan Tech or by any third party.

13. Independent Parties

13.1 In the performance of all services hereunder, Michigan Tech shall be deemed to be and shall be an independent contractor.

13.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

14. Indemnity Each party remains liable for all risks of personal or bodily injury and property damage caused by the negligent or willful acts or omissions of that party but subject to and reserving all applicable immunities granted by law or constitution to either party. Except as provided above, Sponsor shall fully indemnify and hold harmless Michigan Tech against all claims, costs or judgments (including expenses of defense) arising out of Sponsor's use, commercialization, or distribution of information, materials or products which result in whole or in part from the research performed pursuant to this Agreement; and from and against any and all claims, costs or judgments (including expenses of defense) arising out of claimed copyright, patent, or other confidentiality or proprietary rights violations with respect to any product or information provided by Sponsor to Michigan Tech. This clause is solely for the benefit of the parties to this Agreement and is not intended to create any rights in any third party.

15. Export Control Sponsor shall comply with all applicable export control regulations of the United States of America. Sponsor shall be responsible for obtaining all information regarding such regulations that is necessary for Sponsor to comply with such regulations.

16. Modifications to Agreement Any agreement to modify the terms of this Agreement shall be valid only if the modification is made in writing and approved by authorized representatives of both parties.

17. Notices All notices, communications and reports given under this Agreement shall be in writing delivered by certified mail, common courier, facsimile or electronic

mail, with receipt acknowledged, addressed to the parties as follows or such other address as may hereafter be designated by notice in writing. Notice given pursuant to this Section shall be effective as of the date of receipt of notice.

If to Michigan Tech:

Contractual Issues:

Randy Laurn
Sponsored Programs Office
Michigan Technological University
1400 Townsend Drive
Houghton, MI 49931
Phone: (906) 487-2228
Fax: (906) 487-2245
Email: sponsored-programs-l@mtu.edu

Technical Issues:

Qingli Dai
Civil, Environmental, & Geospatial Engineering
Michigan Technological University
1400 Townsend Drive
Houghton, MI 49931
Phone: (906) 487-2620
Email: qingdai@mtu.edu

If to Sponsor:

Contractual Issues:

Joel Brookens
Assistant City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Phone: (231)724-6900
Email: joel.brookens@shorelinecity.com

Technical Issues:

Joel Brookens
Assistant City Engineer
City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Phone: (231)724-6900
Email: joel.brookens@shorelinecity.com

Sponsor's Billing Address:

City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Phone: (231)724-6900
Email: joel.brookens@shorelinecity.com

18. Waiver Except as specifically provided for herein, any waiver by either of the parties of any of their rights or their failure to exercise any remedy shall not operate or be construed as a continuing waiver of same or of any other of such party's rights or remedies provided in this Agreement.

19. Governing Law This Agreement shall be governed and construed in accordance with laws of the State of Michigan.

20. Entire Agreement This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Agreement. Should processing of this Agreement require issuance of a purchase order or other contractual document, all terms and conditions of said document are hereby deleted in entirety. This Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be duly executed.

Michigan Technological University	Sponsor
By ______________________	By ______________________ **(To be signed by a company official authorized to obligate the Sponsor)**
Print Name ______________________	Print Name ______________________
Title ______________________	Title ______________________
Date ______________________	Date ______________________

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26th, 2022	Title: Concession Agreement – Baby Suga's
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is asking permission to enter into a contractual agreement with Joseph Lopez of "Baby Suga's Cheesesteak Shack" at various locations including Pere Marquette Park.

Detailed Summary:

Staff is asking permission to enter into a Concession Agreement for 2022 with Joseph Lopez of "Baby Suga's Cheesesteak Shack" at various parks including Pere Marquette Park. Fees to the City of $1,000.00 plus 5% of Gross Receipts are proposed in accordance with the policy being adopted this evening.

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.

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

Recommended Motion:

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.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26th, 2022	Title: Beachwood Park Fitness Equipment
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is seeking approval to contract with Sinclair Recreation for a new fitness structure in Beachwood Park using funds donated by the Beachwood-Bluffton Neighborhood Association.

Detailed Summary:

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(s) or Account(s): Donations	Fund(s) or Account(s): N/A

Recommended Motion:

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.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

06/17/2022
Quote #
102981-01-03

Beachwood Park Thrive 450 - June 2022 without Curbs and Ramp

City of Muskegon
Attn: Dan VanderHeider
1350 E. Keating Avenue
Muskegon, MI 49442
dan.vanderheide@shorelinecity.com

Ship to Zip 49441

Quantity	Part #	Description	Unit Price	Amount
1	14912	GameTime - Thrive 450	$23,807.00	$23,807.00
1	INSTALL	Installation - Installation of Thrive 450 Unit	$7,150.00	$7,150.00
640	EWF (Engineered Wood Fiber)	GT-Impax - EWF Safety Surfacing - 12" Compacted Depth- Includes installation of EWF	$2.98	$1,907.20
Contract: OMNIA #2017001134			Sub Total	$32,864.20
			Discount	($3,809.12)
			Material Surcharge	$3,303.22
			Freight	$1,658.77
			Total	$34,017.07

Comments

Does not include site work, excavation, acceptance of delivery , unloading of delivery , storage of equipment or containment borders.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. A 2.5% PROCESSING FEE WILL BE ADDED T O ALL ORDERS P AID VIA CREDIT CARD.

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

<u>NOTE:</u> PRICING <u>DOES NOT</u> INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

GameTime
A PLAYCORE Company
www.gametime.com

Beachwood Park
Fitness Area with EWF

Muskegon, Michigan

SINCLAIR RECREATION, LLC
www.sinclair-rec.com

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26, 2022	Title: LAF Grant
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: The City of Muskegon is in the process of pursuing a mini-grant from the Michigan Arts and Cultural Council in the 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 funds will be matched 1:1 from the Festival budget.

Detailed Summary:

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

Recommended Motion: To approve the submission of the grant application to MCACA.

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 26, 2022	Title: Amendment to the Zoning Ordinance – Critical Dunes – 2ND READING
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to revoke Section 2310 (Critical Dunes) of the zoning ordinance.	
Detailed Summary: The Planning Commission unanimously recommended in favor of revoking the ordinance.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to request to revoke Section 2310 of the zoning ordinance.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

Planning Commission Excerpt:

SUMMARY

1. The City took control of critical dune enforcement (from EGLE) in 2019 in an effort to speed up review times for applicants and to reduce their fees.
2. The City accepts critical dune permit applications and forwards them to our consultant, Point Blue, for review. Point Blue then makes a recommendation on the issuance of the permit.
3. The State (EGLE) allows themselves up to 90 days to respond to critical dune applications. In talking with previous applicants, staff has learned that EGLE often approves applications well before that deadline, but sometimes may wait until the deadline to respond.
4. The City usually processes critical dune applications in about 20-30 days.
5. Under an EGLE review, fees for a new home appear to cost about $1,100, but fees for a deck addition range from $150-$250.
6. The City charges $1,500 for a critical dune permit. This was recently increased from $1,100 because EGLE is now requiring that we conduct post-construction inspections, which will need to be done with our consultant. Refunds may be given if the consultant fees are not as much as anticipated, but that is a rare occurrence. Sometimes the consultant fees exceed the amount of the application fee. The Deck expansion in 2019 cost $2,100, but the applicant was only charged $1,500. The consultant fees for the project at 3561 Woodlawn Ct in 2021 to bury power lines were $1,168, but the application fee was only $1,100.
7. Consulting fees for smaller projects appear to cost a lot more than they would if reviewed by EGLE. The consulting fee for a fence addition at 1550 Nelson was $431.
8. Staff has processed 20 applications since 2019.
9. Each application takes approximately 3-4 hours of staff time.
10. Additional calls about potential projects take approximately 1 hour of staff time per week.
11. We have been audited twice since 2019 and anticipate that we will be audited every year from now on. Each audit takes about 40 hours of staff time and additional costs from the consultant.
12. We have just completed the second audit and are no longer in violation.
13. Revoking the ordinance would return critical dune enforcement to EGLE.

Permits Issued			
Year	Public	Private	Total
2019	3	3	6
2020	0	2	2
2021	1	5	6
2022	0	6	6
Total	4	16	20

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to revoke Section 2310 (Critical Dunes) of the zoning ordinance.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Section 2310 of the zoning ordinance is hereby revoked.

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 26th day of July 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 July 26, 2022, the City Commission of the City of Muskegon adopted an ordinance to revoke Section 2310 (Critical Dunes) of the zoning ordinance.

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

From:	Mike Franzak
To:	Kimberly Young
Subject:	FW: Resolution completed of EGLE-WRD audit of Muskegon"s CDA program
Date:	Wednesday, June 29, 2022 3:12:55 PM

Please put a copy of this email with the Critical Dune agenda item. Thanks

From: Lederle, Kate (EGLE) <LEDERLEK@michigan.gov>
Sent: Wednesday, June 29, 2022 2:21 PM
To: Mike Franzak <mike.franzak@shorelinecity.com>
Cc: LeighAnn Mikesell <leighann.mikesell@shorelinecity.com>; Lounds, Amy (EGLE) <LOUNDSA@michigan.gov>
Subject: Resolution completed of EGLE-WRD audit of Muskegon's CDA program

Hello Mike,
Muskegon has provided the assurances and information requested because of the audit conducted by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Resources Division (WRD) dated November 1, 2021. All issues regarding the audit have been resolved to date.

Sincerely,

Kate Lederle
Environmental Quality Specialist
517-290-2757 | LederleK@Michigan.gov
Water Resources Division | Great Lakes Shorelands
High Risk Erosion Areas Michigan.gov/Shorelands
Critical Dune Areas Michigan.gov/CriticalDunes
EGLE | MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY