City of Muskegon
City Commission Meeting
Agenda

June 27, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

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12. Public Comment on Non-Agenda items

13. Closed Session

14. Adjournment

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the May 23, 2023 Regular Commission Meeting.	
Detailed Summary & Background:	
Goal/Focus Area/Action Item Addressed:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the minutes.	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

City of Muskegon

City Commission Meeting

Minutes

May 23, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present:	Mayor Ken Johnson Commissioner Rachel Gorman Commissioner Rebecca St.Clair Commissioner Eric Hood (left about 7:30 p.m.) Vice Mayor Willie German, Jr. Commissioner Michael Ramsey Commissioner Teresa Emory
Staff Present:	City Manager Jonathan Seyferth City Clerk Ann Meisch City Attorney John Schrier Deputy City Clerk Kimberly Young

1. Call To Order

The Regular Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m. on Tuesday, May 23, 2023. Mayor Johnson called the City Commission Meeting to order at 5:30 p.m.

2. Prayer

Pastor Tara Foreman, Bethany Christian Reformed Church, opened the meeting with prayer.

3. Pledge of Allegiance

The Pledge of Allegiance to the Flag was recited by the Commission and the public.

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a Muskegon Pride Center

Jeffery Pienela, President of Muskegon Pride Center, addressed the commission regarding the upcoming Muskegon Pride Festival and Muskegon Pride Parade.

5.b Seaway Run Presentation

Commissioner Ramsey shared information regarding the 2023 Seaway Run. The Seaway Run is partnering with all area schools, providing schools with a code and a champion. Students register at cost ($12) and parents may register for $20. The fee includes the bib, medal, t-shirt. Reach out to your school office or Seaway Run for the code for your school.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-61

Motion by: Commissioner Ramsey
Second by: Commissioner Emory

To accept the consent agenda as presented, minus items 7b, 7e, and 7i.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the April 25, 2023 Regular Commission Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.c Environmental Contract - Public Safety

There were three bids for the City of Muskegon Environmental cleanup and grass mowing contract. Earth Creations, Barry's Greenhouse, and Preferred Lawn Care. Earth Creations came in as the lowest bidder.

AMOUNT REQUESTED: $197,000 per fiscal year/3-year contract

AMOUNT BUDGETED: $197,000 per year 2023-2026 contract, with an approximate increase of 10% per year.

FUND OR ACCOUNT: 101-387-494

STAFF RECOMMENDATION: To approve and award the Environmental clean-up contract to Earth Creations for the upcoming June 5, 2023 through June 5, 2026 and allow the Director of Public Safety to sign the contract.

7.d **All Traffic Solution Contract Renewal - Public Safety**

All Traffic Solutions contract is up for renewal as of September 30, 2023. All Traffic Solutions is the company that we have purchased our digital display traffic trailers (2). This contract will be for the continued upkeep of technical support which allows the police department to program the trailers from a desktop in the office, receive satellite signal. The traffic trailers have been used in different area of the city to reduce speeding and at Pere Marquette notifying of paid parking and speed. This amount for the 3-year contract is at a 20% savings to the City.

AMOUNT REQUESTED: $7,200 for a 3-year contract

AMOUNT BUDGETED: $7,200 for a 3-year contract

FUND OR ACCOUNT: 101-301-801

STAFF RECOMMENDATION: To approve the renewal of the 3-year contract with All Traffic Solutions.

7.f **Lumberjacks Renovations - Arena**

Seeking approval to construct new team space at Trinity Health Arena. In exchange, the Lumberjacks would like to add an additional renewal option to Lumberjacks Shared Use Agreement.

All Traffic Solutions is the company that we have purchased our digital display traffic trailers (2). This contract will be for the continued upkeep of technical support which allows the police department to program the trailers from a desktop in the office, receive satellite signal. The traffic trailers have been used in different area of the city to reduce speeding and at Pere Marquette notifying of paid parking and speed. This amount for the 3-year contract is at a 20% savings to the City.

STAFF RECOMMENDATION: To approve continued exploration for the addition and amendment and authorize the City Manager and Clerk to sign.

7.g **Parks & Recreation Advisory Committee Establishing Ordinance - 2nd Reading - Public Works**

An ordinance to provide guidelines for the creation of a Parks & Recreation Advisory Committee.

STAFF RECOMMENDATION: To adopt the Parks & Recreation Advisory Committee ordinance as presented.

7.h **Brownfield Development & Reimbursement Agreement, The Meadows at Harbor 31 LLC, 170 Viridian Drive - Economic Development**

Staff is seeking approval of the Brownfield Development and Reimbursement Agreement for the Meadows at Harbor 31 LLC and approval of the resolution.

The Meadows at Harbor 31 is located on 2.5-acres along Muskegon Lake. The proposed redevelopment activities will include a 21 two-story multi-family duple style residential homes with surrounding grass lawn areas, sidewalks and roadways creating a walkable community that provides access to Muskegon Lake, greenspace areas in downtown Muskegon. Sustainable development concepts are proposed throughout the project including green building techniques and low-impact development and stormwater management. The total costs for the eligible activities, including contingencies and interest, are $1,961,135. The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities incurred and approved for the Project.

The Total private investment, not including property acquisition, is approximately $7,000,000. Development is expected to begin this fall through 2024.

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. This agreement is to be approved by the Brownfield Redevelopment Authority during a special meeting held on May 23, 2023.

The Brownfield Plan Amendment was approved by the BRA on April 14, 2023 and the Commission on April 25, 2023.

STAFF RECOMMENDATION: To approve the Meadows at Harbor 31, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign the agreement and resolution.

7.j **Ordinance to Prohibit Illegal Entry into a Motor Vehicle - Public Safety**

Proposal of an ordinance to prohibit illegal entry into a motor vehicle. Currently local and state law makes it unlawful for any person to enter a motor vehicle and steal an item. To appropriately charge this offense, intent needs to be proven that the defendant intended to steal when entering, or they are caught with the item they removed from the vehicle. There is no law that prohibits anyone from just entering another person's vehicle. In 2022 MUPD investigated 212 reports of larceny from a motor vehicle. This proposed ordinance makes it illegal for someone to enter another person's vehicle. This will allow MUPD another tool during our investigations.

STAFF RECOMMENDATION: To approve the proposed ordinance making it illegal for someone to enter another person's vehicle.

7.k **Lakeshore Art Festival Grant - City Clerk**

The City of Muskegon is in the process of pursuing a grant from the Michigan Arts and Culture Council Grant (MACC) in the amount of $25,000 to support the 2024 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 through sponsorship dollars.

STAFF RECOMMENDATION: To authorize staff to apply for the MACC grant in the amount of $25,000

7.b **City Manager DEI Certification - City Manager**

Approval for the City Manager to enroll in Cornell University's Diversity, Equity & Inclusion (DEI) online Certificate Program. As part of the City

Manager’s employment agreement, there’s a requirement to complete a DEI certificate program (time frame is unspecified). After some research and talking with DEI practitioners, I am requesting approval to enroll in Cornell University’s online DEI Certificate Program.

This program comes highly recommended and is well respected in the DEI field. I have included an endorsement of the program from Muskegon Community College’s Chief Diversity Officer, Ken James for your reference. The program has rolling start dates. It is my objective to start the program in June or July which should lead to completion by early fall 2023. Although this expense is within the City Manager’s authority, Commission is being asked to approve this item as it was called out as a requirement in the City Manager’s contract.

AMOUNT REQUESTED: $3,700

AMOUNT BUDGETED: N/A

FUND OR ACCOUNT: 101-172-861

STAFF RECOMMENDATION: To approve the enrollment of the City Manager in Cornell University's Online DEI Certificate Program.

Action No. 2023-62(b)

Motion by: Vice Mayor German
Second by: Commissioner St.Clair

To approve the enrollment of the City Manager in Cornell University's Online DEI Certificate Program.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.e **<u>Annual Action Plan Budget2023 - Community & Neighborhood Services</u>**

The Annual Action Plan Budgets are presented to the Commission for approval based on the Department of Housing and Urban Development (HUD) appropriations for FY2023. The Community Planning and Development (CPD) office funded programs are Community Development Block Grand (CDBG) and HOME investment Partnerships (HOME) and the allocations total $1,226,786.00 for eligible programs administered by the office of Community and Neighborhood Services. The budgets for CDBG and HOME have been provided for review.

STAFF RECOMMENDATION: To approve the 2023 Annual Action Plan Budgets for CDBG and HOME Programs.

Action No. 2023-62(e)

Motion by: Vice Mayor German
Second by: Commissioner St.Clair

To approve the 2023 Annual Action Plan Budgets for CDBG and HOME Programs.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.i **FY24 DWRF Project Plan Updates - Department of Public Works**

The City's DWRF Project Plan on file with the state for future revolving fund projects has been updated, and the City needs to receive comment and adopt the plan by resolution.

The City has taken advantage of favorable rates and even some principal forgiveness as a part of the state's Revolving Loan Fund programs to complete substantial utility improvement projects, such as the Sanford Street project currently underway. In order to be eligible for these programs, projects must be included in the City's "Project Plan" that is on file with the state department of EGLE. The specific projects proposed for the program are not known at this time; this Project Plan is simply a list of projects the City may propose for the program in the future. The list is used by the state to perform preliminary environmental and other clearance work so they are prepared for the projects if and when the City proposes them.

Prein & Newhof has updated our Drinking Water Revolving Fund (DWRF) Project Plan (the plan dedicated to drinking water projects) to show potential projects over the next several years. Part of the updating process includes holding a meeting where the public can comment on the plan (satisfied by today's meeting and the public comment periods within it), and a resolution by the Commission adopting the plan. The resolution is attached.

An Executive Summary of the Project Plan is included. For the full version (520 pages, 34MB), please visit: 2023-05-08 DWRF Project Plan - Muskegon -DRAFT

STAFF RECOMMENDATION: To adopt the City's 2024 DWRF Project Plan by resolution.

Action No. 2023-62(i)

Motion by: Commissioner St.Clair
Second by: Commissioner Ramsey

To adopt the City's 2024 DWRF Project Plan by resolution.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

8. Public Hearings

8.a **Request for an Industrial Facilities Exemption Certificate - Pacific Floorcare, 2259 S. Sheridan Drive - Planning & Economic Development**

Pacific Floorcare has requested an Industrial Facilities Tax Exemption Certificate. The company will be making an investment of $2,570,524 in real property improvements and plans on creating up to 17 jobs as part of the overall project, qualifying them for a 12-year abatement.

Pacific Floor Care is a manufacturing facility providing quality, and innovative floor care equipment. Pacific Floorcare will begin construction for an expansion this month. The expansion will add an additional 36,000 sq ft to the property on 2259 South Sheridan Drive. The new combined building will be 72,000 sq ft of commercial office and manufacturing space. The new facility will provide for additional rotational molding equipment and new production lines in support of new product launches. The new building will also include a 2,100 sq ft customer training center. The total investment for this project is $2,570,524 in real property. This project will create 17 new jobs, add additional space for lines, warehousing, products and training.

Staff Comments: There is an established Industrial Development District on this site from July 26,1983 that encompasses the Port City Industrial Park and is included in the agenda packet. The IFT committee reviewed the applicant's project on May 9, 2023 and based on their findings and calculations, the committee suggests approval of the attached resolution for a term of 12 years for real property. The business has turned in all of the necessary documents and application fee.

Contessa Alexander with the Development Services Department presented information on the request for the Industrial Facilities Exemption Certificate. Dwana Thompson, Equal Employment Opportunity Director, provided information on the demographic information and reported that the company does have an Affirmative Action Policy and EEO Policy. Bill Fisher, President of Pacific Floor Care - Larry Hines, owner and Greg Weiss, Vice President of Sales were in attendance. Mr. Fisher provided information on the expansion of their business. Morgan Carrol, Greater Muskegon Economic Development supports the project and encourages the commission to support the request to approve the exemption.

STAFF RECOMMENDATION: To close the public hearing and approve the resolution granting an Industrial Facilities Exemption Certificate for a term of 12 years for real property to Pacific Floor Care.

PUBLIC HEARING COMMENCED:

Deborah Peabody, Nelson Neighborhood, not against exemption but has questions about the demographics of the employees of the company.

Jake Eckholm, Development Services Director, pointed out that this company meets the criteria put forth by our scoring policy for qualifying for the exemption.

Action No. 2023-63(a)

Motion by: Commissioner Ramsey
Second by: Commissioner Gorman

To close the public hearing and approve the resolution granting an Industrial Facilities Exemption Certificate for a term of 12 years for real property to Pacific Floor Care.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

8.b <u>Brownfield Plan Amendment, 3rd Amendment, Adelaide Pointe QOZB, LLC - Development Services</u>

Approval for Brownfield Plan Amendment, 3rd Amendment for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the resolution.

Adelaide Pointe QOZB, LLC has submitted a Brownfield Plan Amendment (3rd Amendment) for the Adelaide Pointe Project – a 35-acre mixed use waterfront development project including winter boat storage, marina space, In/Out forklift boat storage, commercial/retail, and up to 400 housing units. Plans for this site has begun and will continue through Fall 2030 with a total investment of $92,000,000 (not including property acquisition). The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

This amendment adds in the eligible environmental and non-environmental activities and property boundaries (1100 West Western Avenue) related to the construction of a Dry Rack storage building on the eastern portion of the new redevelopment area. This caused an increase in total investment by approximately $7,000,000 an increase in taxable value by $2,800,000 and increase in environmental and non-environmental activities equating to approximately $1,900,000. Future amendments to this amended BPA may be pursued for phases four and five of the development.

In addition to environmental activities, non-environmental activities will include demolition, lead/asbestos abatement, site preparation and public infrastructure improvements. TIF will be used to reimburse the Developer, for the following eligible activities:

- Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- Due care activities
- Asbestos, lead paint, and mold abatement
- Select building and site demolition
- Site preparation

- Infrastructure improvements (public)
- 15% contingency
- Brownfield Plan Amendment
- Brownfield Plan Amendment Implementation
- Interest

Staff Comments:

Adelaide Pointe Brownfield Plan Amendment Approval Dates:

Brownfield Plan Amendment- BRA approval on Oct. 12, 2021 and CC on Oct 26, 2021

1st Amendment to the BPA- BRA approval on Dec. 13, 2022 and CC on Dec. 13, 2023.

2nd Amendment to the BPA- BRA and CC approval on Mar. 14, 2023

3rd Amendment to the BPA- BRA approval on May 9, 2023.

STAFF RECOMMENDATION: To close the public hearing and approve the resolution for the Brownfield Plan Amendment, 3rd Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

Contessa Alexander, Development Analyst, presented information on the request for the Amendment.

PUBLIC HEARING COMMENCED:

Jamie Cross, Nelson Neighborhood, frustrated that there is no plan for the park/public space at Adelaide Pointe.

Diane Foster, Jackson Hill Neighborhood, wants to know if they're planning to take money from the newly created Recreation Department - who is paying for the park?

Deborah Peabody, Nelson Neighborhood, is any part of the $2 million going to this?

Director Eckholm clarified some issues for the commission, he also clarified that the park that is being referenced is not part of Adelaide Pointe's private development, it is city property being improved by Adelaide Pointe.

Action No. 2023-63(b)

Motion by: Commissioner Ramsey
Second by: Commissioner Hood

To close the public hearing and approve the resolution for the Brownfield Plan Amendment, 3rd Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

9. Unfinished Business

10. New Business

10.a <u>3rd Amendment, Brownfield Development & Reimbursement Agreement, Adelaide Pointe QOBZ, LLC - Economic Development</u>

Staff is seeking approval for the 3rd Amendment, Brownfield Development & Reimbursement Agreement, for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the resolution.

Adelaide Pointe QOZB, LLC has submitted a Brownfield Plan Amendment (3rd Amendment) for the Adelaide Pointe Project – a 35-acre mixed use waterfront development project including winter boat storage, marina space, In/Out forklift boat storage, commercial/retail, and up to 400 housing units. Plans for this site has begun and will continue through Fall 2030 with a total investment of $92,000,000 (not including property acquisition). The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers.

Due to the addition of the eligible environmental and non-environmental activities related to the construction of a Dry Rack storage building mentioned in the 3rd Amendment to the Brownfield Plan Amendment, the Brownfield Tiff will change, thus needing an updated Brownfield Development and Reimbursement Agreement. This will cause a shift in the Brownfield Tax Increment Funds. This agreement is contingent upon the approval of the 3rd Amendment to the BPA for Adelaide Pointe.

The cost of Eligible Activities may be incurred by the City and APQ. The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be $38 million dollars (the "Total Eligible Brownfield TIF Costs").

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. This agreement is to be approved by the Brownfield Redevelopment Authority during a special meeting held on May 23, 2023.

The 1st Amendment to the DRA for APQ was approved by the BRA and CC on Jan.10, 2023. The 2nd Amendment to the DRA was approved by the BRA and CC on March 14, 2023.

STAFF RECOMMENDATION: To approve the Brownfield Development & Reimbursement Agreement for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and authorize the Mayor and City Clerk to sign the agreement and resolution.

Action No. 2023-64(a)

Motion by: Commissioner Ramsey
Second by: Commissioner St.Clair

To approve the Brownfield Development & Reimbursement Agreement for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and authorize the Mayor and City Clerk to sign the agreement and resolution.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

10.b <u>Insurance Premium Refund - Non-Union Team Members - City Manager</u>

In January 2023 several of the City's unions notified management of a miscalculation in the insurance premiums paid by staff. Upon investigation it was determined that there was an error in contributions paid by union employees (contributions were negotiated at 10%). An administrative decision was made to adjust union team members back to 10% contributions and repay union team members for their over payment.

At the April 11, 2023 meeting, the Commission also made the decision to adjust non-union team members back to the 10% contributions. This item is to discuss repayment of non-union employees for the amounts paid over 10% going back to January 1, 2020.

As a reminder, starting in 2017 the City began using three different factors to determine employee contributions to their insurance premiums (a percent of actual monthly premiums and a percent of City Paid Benefits (co-insurance & deductibles)). Prior to 2017 just insurance premiums were used as a factor. This change was made because of cost increases in co-insurance and deductibles.

Sometime after 2017 a calculation error occurred and team member's contributions increased above the 10% level. Technically, this is ok for non-union team members as the Commission can set the non-union insurance contributions at any rate it desires. However, traditionally, the insurance contributions have been the same across all employment classes. On April 11, 2023 the commission approved realigning non-union team members' insurance with union members.

The question before the Commission today is, should the City refund non-union team members for the "overpayments" of health insurance contributions for the same time period as we were required to do for union team members? (Going back to Jan. 1, 2020.)

This cost will be about $90,400 in payments back to team members (ranging from about $3,000 to $70 per team member).

STAFF RECOMMENDATION: To approve repaying non-union staff for insurance premiums paid in excess of 10% going back to January 1, 2020.

Action No. 2023-64(b)

Motion by: Commissioner St.Clair
Second by: Commissioner Ramsey

To approve repaying non-union staff for insurance premiums paid in excess of 10% going back to January 1, 2020.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

11. Any Other Business

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 7:50 p.m.

Motion by: Vice Mayor German
Second by: Commissioner Emory

To adjourn.

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Arena Concessions
Submitted By: Jake Laime	Department: Arena

Brief Summary: Staff is seeking City Commission approval to negotiate a 3-year Agreement with HCK Management to provide concession services at Trinity Health Arena.

Detailed Summary & Background: For several years, Trinity Health Arena has outsourced its concessions to a 3rd party management team. The City of Muskegon is seeking a qualified team to provide Concession Management duties including, but not limited to: tracking sales, labor and food costs, hiring staff, cleaning concession, inventory, ordering supplies/goods, and working with arena management to continue to provide and enhance a great customer experience.

It is important that arena management is able to control all food, beverage, and expenses associated with concessions. An RFP was issued for concession management and HCK Management was the only proposal submitted. HCK Management is qualified to provide this service.

Goal/Focus Area/Action Item Addressed: *Destination, Community and Quality of Life (Enhanced Recreation and Services)*

Amount Requested: $80,000	Amount Budgeted: $80,000
Fund(s) or Account(s): 254	Fund(s) or Account(s): 254

Recommended Motion: To award the proposal to manage concessions at Trinity Health Arena to HCK Management for a 3 year term beginning 9/1/2023 and ending 9/1/2026, subject to negotiation and a contract will be presented to the City Commission.

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

For City Clerk Use Only:

Commission Action:

Trinity Health ARENA

REQUEST FOR PROPOSALS

PROJECT NAME:	Concession RFP
DATE OF ISSUANCE:	June 1, 2023
DATE PROPOSAL DUE:	June 13, 2023 Submit to City Clerk's Office **By 2:00 p.m.** 933 Terrace Street Muskegon, MI 49440
ISSUING OFFICE:	Trinity Health Arena c/o – Jake Laime 470 W. Western Muskegon, MI 49441 231-246-8668

City of Muskegon – Trinity Health Arena

Request for Proposal (RFP)

CONCESSIONS IN TRINITY HEALTH ARENA: Concessions and/or Bar Services

1. PURPOSE OF REQUEST

The City of Muskegon (Trinity Health Arena) is seeking concession contractors to provide food, beverage and/or bar services at Trinity Health Arena. This RFP represents a solicitation by the City of Muskegon and is intended to encourage vendors to clearly show that they are qualified to provide food, beverage, and/or bar services in a consistent and revenue positive manner for three (3) years. Each Bidder must clearly identify their knowledge of concession operations, food safety practices, staffing services, customer relations, point of sale, and demonstrate financial stability. Requirements and City of Muskegon (Trinity Health Arena) needs are outlined in this RFP.

2. RFP SUBMITTAL AND SELECTION

Proposals must be submitted no later than Tuesday, June 13, 2023 at 2 pm. Late bids will not be accepted.

Mail or deliver your RFP Submittal to:

City of Muskegon - City Clerk
Concessions RFP
933 Terrace St.
Muskegon, MI 49440

RFP SELECTION
Proposals will be evaluated after receipt. Vendors/contractors will be contacted for questions, concerns, or additional information and notified of selection.

3. GUIDELINES

Please note the following general requirements that apply to all RFP Submittals.

a. To be evaluated, an RFP Submittal must completely respond to each question in Paragragh 6 and 7 below.
b. The RFP Submittal must be signed by an official legally authorized to bind the organization by including their signature on the Financial Page.
c. Provide all references and materials required by the RFP instructions.
d. If clarification is required, submit questions by email to jake@trinityhealtharena.com.
    - Please allow at least one business day for responses.
e. Mail or deliver your signed and completed RFP Submittal to the address under Submittal.
f. All RFP Submittals become the property of the City of Muskegon.

4. PROPOSED SITE and INFORMATION

a. Trinity Health Arena
470 W. Western Ave.
Muskegon, MI 49440

b. All applicants are encouraged to visit the site prior to submitting a proposal. Contracts are awarded and are renewed at the discretion of the City of Muskegon. Contracts may also be terminated from either party with (90) days written notice.

The successful bidder will be expected to abide by all City of Muskegon – Trinity Health Arena ordinances, rules, business licensing, Public Health food service requirements, and TIPS Certification. The successful bidder will also be expected to keep concessions/work area clean and provide daily and event-based clean-up. The successful bidder will demonstrate the ability to provide an innovative, affordable, and full-service concession menu/service.

c. Bidders are advised to determine specific Health Department requirements for the proposed concession. It is the bidder's responsibility to verify that adequate water and electrical service is available to support the equipment they intend to operate. Any modifications or improvements to the concession areas shall be determined by the City of Muskegon. The successful bidder will make suggestions and provide documentation on proposed improvements to the concession space.
d. The bidder understands and agrees that the City of Muskegon will only grant concessions by the contract, and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful bidder's expenditure of capital and/or labor during use and occupancy will not confer any interest or estate on premises by virtue of said use, occupancy and/or expenditure of money thereon. The City of Muskegon will only grant successful bidders ("Contractors") an individual, revocable, and non-transferable privilege of use in the premises for the concession granted.

5. REQUIREMENTS AND FEES DUE FROM CONTRACTORS

If your proposal is accepted, the following will be due upon issuance of your concession agreement.

a. City of Muskegon (Muskegon County) Business License: Please be advised that any approved vendor will have all required business licensing and health department certifications.
b. Insurance: Contractor shall obtain and maintain policies of commercial general liability with combined single limits of net less than $1,000,000 per occurrence, and $2,000,000 general aggregate. A $2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City of Muskegon as an additionally insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City of Muskegon prior to providing services.
c. Indemnification/Hold Harmless: The Contractor shall defend, indemnify, and hold the Public Entity, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractors waiver of immunity under Industrial Insurance solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
d. Compliance with Laws/City codes: The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, codes, and other City contracts.

6. RFP EVALUATION AND SUBMISSION PROCESS

Qualified proposals will be reviewed and scored. Final recommendation and award are made by the City Commission with recommendation from the Arena Manager.

The following criteria will be used to evaluate RFP Submittals:

a. Days and Hours of Operation:

How many days per week and during what hours do you intend to operate concession? What date would you prefer to open and what date will you close?

b. Products/Services to be offered for sale:

What products/services do you intend to offer? What size(s)? What price(s)? What nutritional snacks do you intend to offer? Please list all proposed items and unit prices. In addition, we will assess each proposal regarding environmental sustainability and packaging that is recyclable.

c. Concession Experience/Business References:

Please list at least three (3) references that will support, document, or verify your performance in providing concession services and/or operating a business. Include name, business name, address, phone number, fax number and nature of your relationship.

d. Remuneration for the City:

What percentage of gross revenue will be paid to the City or from the City? Or, would you offer a flat rate? If so, what is the proposed flat rate?

7. PROPOSAL

Proposals should be prepared simply, providing straight forward concise descriptions of bidder's capabilities to satisfy the requirements of the request. All proposals must include the following:

a. Legal name of Organization, firm, individual of those submitting RFP:

Include address of principal place of business; phone numbers; primary person to contact.

b. Business Experience:

How long has this organization been in business? Description of business. Number of employees.

c. Concessions Proposal:

- In your proposal, please address the following:

1. Please give an example of menus and/or services you wish to provide
2. Please give an example of prices for the above items.
3. Please describe your food safety procedures.
4. Please describe your business in terms of efforts toward environmental sustainability.
5. Please describe your ability/accessibility to staff multiple employees per event.

d. Client References: (Please provide three)

Provide information about three similar clients for whom you currently or previously provided catering services.

e. Business or Financial References:

Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not use the same references for both Client References and Business References.

f. <u>Compensation:</u>

1. Please present detailed information on the firms proposed fee schedule for specifications proposed and any variation for non-routine services, inclusive of Michigan State sales tax and any other applicable governmental charges.

2. Please provide a statement outlining how the contractor will document and report revenues and expenditure.

3. Please detail the percentage of gross sales or flat rate as proposed compensation.

4. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to classification.

Request for Proposal

from

HCK Management

Submission:
City Clerk's Office
933 Terrace Street
Muskegon, Michigan 49440

Issuing Office:
Trinity Health Arena
Jake Laime
470 W. Western Ave
Muskegon, MI 49441
231.246.8668

TABLE OF CONTENTS

City of Muskegon, Trinity Health Arena
Attn: Jake Laime
933 Terrace St.
Muskegon Mi. 49440

Andrew Harris
HCK Management
940 W. Western Ave.
Muskegon, Mi. 49441
231.578.2641
Andrew@dockersmuskegon.com

SECTION I – Qualifications and Experience – Cover Letter

1.0 Dear City of Muskegon,

Our group; HCK management, consisting of Andrew Harris, Jennifer Harris Keaney and James Curtis are pleased to submit this proposal for concessions management at the Trinity Health Arena. Collectively our group has years of experience in the restaurant business and we are excited to be considered for this opportunity again in the 2023-2024 season.

After having had the role in managing concessions last season and now reading the current RFP, our group recognizes what the Arena is requesting and strongly feel that we have and will continue to have a great partnership.

Attached is our full proposal package for your review. If you have any questions or require more information please contact Andrew Harris at 231.578.2642. Again we appreciate your consideration.

Sincerely,

Andrew Harris

James Curtis

Jennifer Harris Keaney

1.1 **Overview of Career & Qualifications -** Our group has maintained a strong presence in the Muskegon area for many years. We bring experience and knowledge of business ownership as well as restaurant development and management. For the past year we have been commissioned by Trinity Health Arena to manage concessions and believe that we have made improvements both financially and professionally. Below you will find an overview of our careers and the qualifications specifically relating to hospitality and concession management.

1.2 **Group Qualifications -** As a group; we have the experience, knowledge and capability to successfully manage Trinity Health Concessions. Listed below are the bullet points of what our group has successfully accomplished and/or are continuing to do currently in our field.

- Restaurant management
- Restaurant concept design
- Restaurant function and layout
- Restaurant build out and restaurant redesign
- Experience developing and managing mixed venue restaurants
- Food and beverage menu trends and implementation
- Inventories, ordering and costing
- Implement and maintain budgets
- Hire, staff and manage front of house and back of house employees at a large scale
- Product knowledge
- ServSafe Certified
- Cicerone Certified
- TIPs Certified
- Strong knowledge of servicing both indoor and outdoor spaces simultaneously
- Strong knowledge of working with seasonality shifts throughout the year
- Strive for exceptional customer service and quality product
- Concessions management for Trinity Health Arena 2022-2023
- Important focus on building and being a part of the community

Andrew, Jennifer and James bring over 20 years each of hospitality / restaurant experience to the table. We love what we do and are equally passionate about it as well. We desire to be a continuing part of the community and feel that providing a quality management team to the Local Arena with great food and service is our way to contribute to the success of downtown.

SECTION II – Proposed Vision and Program

2.0 **Mission Statement:** Continually striving to conduct business that aims to enhance the lives of everyone involved in it.

2.1 **Proposed Vision** - To continue to improve the Arena concession in every way. Implementing fun local third party vendors, creating new menu items and introducing portable bars and stocked coolers in the suites are a few examples of what we have done to enhance the experience in the Arena.. Having managed last season's concessions we were able to track sales, labor and food costs. We know that we can utilize this information to grow profits at the Arena each season.

2.2 **Day / Hours of Operation** - We want to capture as many sales as we possibly can. We will follow the complete Jacks, Risers and Ironmen schedule and follow the set time frame for service set out by the Arena. We also will continue to open for the Reeths Puffer Games or any other activities that the Arena deems suitable for concessions to be open.

2.3 Please see the attached menu at the end of this proposal.

Services -

- portable bars available to the Party Decks
- fully stocked coolers in the Suites
- fun and local third party vendors
- assistance with specialty nights (example: Craft beer night)

2.4 **Experience** - We ran the 2022 - 2023 concessions season successfully. We have also opened, owned and operated small and large scale restaurants for the past 20 years.

2.5 **Food Safety Procedures** - We supply our team with opening and closing lists for before and after each event. We have active managers that make sure these lists are complete. We have a chef that is ServSafe Certified and is ensuring that his team is handling food safely. At the end of the season we worked with the Arena to compile a detailed list for closing down each bar / concession area cleanly and correctly. We were able to work with vendors to get pick up (refunds) on unused products. On Jun 2, 2023 The health Department conducted an inspection of all food areas in the Arena. A member of our team walked the inspector through the property and answered any questions that came up. We passed this inspection with NO violations. If you would like to see any lists or a copy of the inspection please contact us.

2.6 **Environmental Sustainability** -

- We continue to do our part by recycling, use of non styrofoam containers and work on water conservation as much as possible.

2.7 **Ability to Staff Multiple Employees** - We have a very large full time and seasonal staff base that we have acquired over our years in the business. Staffing was not a problem in the 2022-23 Arena season and we do not anticipate it being an issue going forward. Management is always available and willing to step in if need be to cover labor.

SECTION III – Compensation and References

3.0 **Remuneration for the City** - A flat rate of $70,000 paid by Trinity Health Arena to HCK Management LLC. Payments will be dispersed in increments of $5833.33 to HCK each month for twelve months.

If sales and reports are on course and tracking to reflect projected numbers agreed upon, the City of Muskegon and Trinity Health Arena will make an additional payment of $10,000 to HCK Management. This payment should be made by the end of the City's fiscal year, ending June 2024.

In addition to the above, any revenue to the City of Muskegon / Trinity Health Arena exceeding $90,000 will lead to an additional monetary bonus to HCK Management.

In conclusion, we truly love being a part of downtown and a part of Trinity Health Arena. Thank you for reviewing our proposal. We appreciate your consideration for Concessions at Trinity Health Arena

Sincerely,

Andrew Harris

James Curtis

Jennifer Harris Keaney

3.1 **Business References**

- Tom Schultz
  Owner, Tyler Sales Company Inc.
  231.670.6394

- Shane Bybee
  Gordon Food Service / Muskegon Sales Manager
  616.566.8295

- Chad Doane
  Co- founder and COO Pigeon Hill Brewing Co.
  616.308.5675

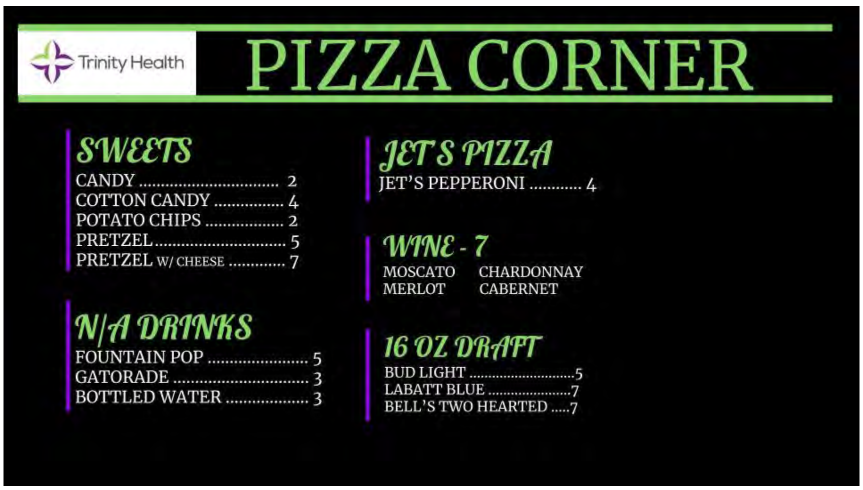
3.2 **Client References**

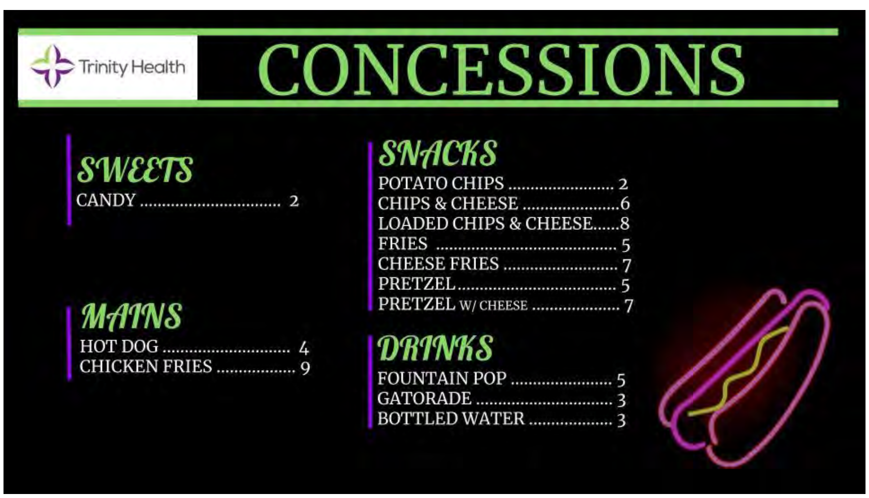
- Andrea Rose
  President of Business Operations Muskegon LumberJacks
  231.730.3973

- Brad Hilleary
  Owner Webb Chemical
  231.343.2867

- Micheal and Julie Johnson
  Owner Waterstone Insurance
  231.578.4457

MENUS - 2022-2023 pricing





WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date:June 27, 2023	Title:Rezoning of 1043 Washington Ave
Submitted By: Mike Franzak	Department: Planning

Brief Summary:

Request to rezone the property at 1043 Washington Ave from R-2, Medium Density Single Family Residential to Form Based Code, Neighborhood Edge, by FMA Rentals, LLC.

Detailed Summary & Background: The existing building has 5 residential units and a commercial suite. The owner would like to convert the commercial suite to another residential unit. The FBC, Neighborhood Edge designation would allow for all residential units or a commercial suite, so it could be converted back to commercial again in the future as the market demands.

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion:

To approve the request to rezone the property at 1043 Washington Ave from R-2 to Form Based Code, Neighborhood Edge.

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

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

Guest(s) Invited / Presenting

Yes ☐

No ☐

For City Clerk Use Only:

Commission Action:

PLANNING COMMISSION PACKET EXCERPT

June 15, 2023

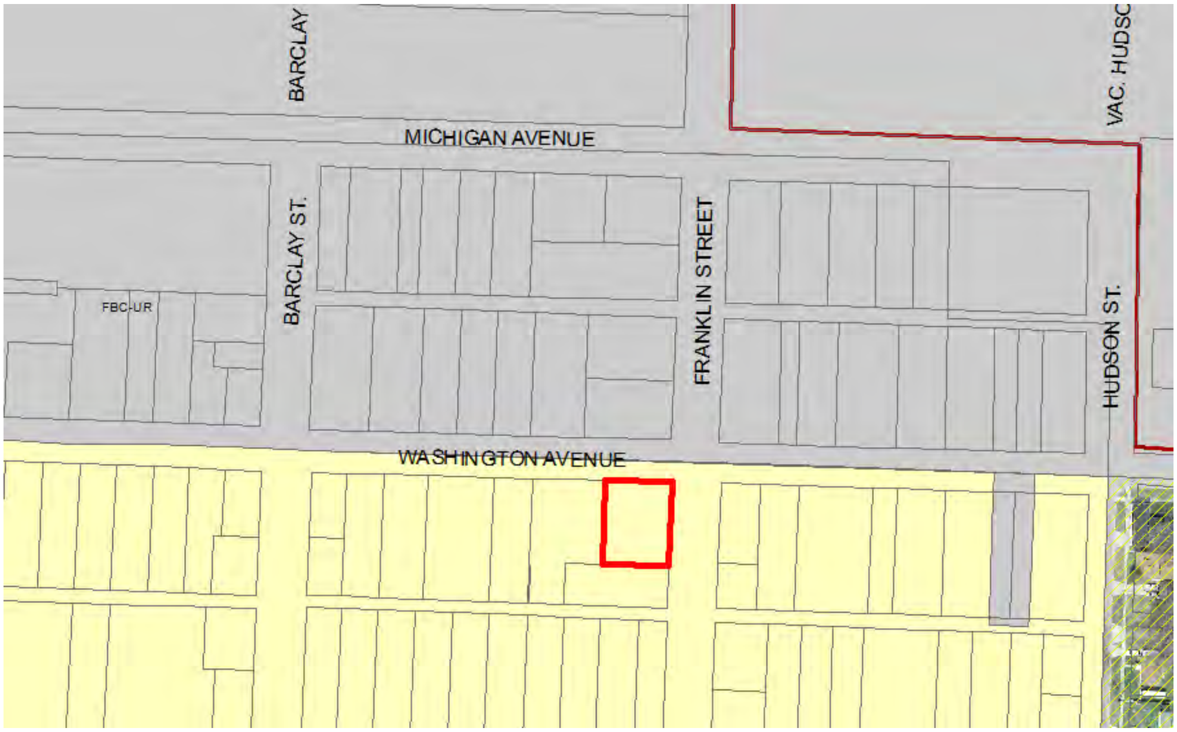
Hearing, Case 2023-10: Request to rezone the property at 1043 Washington Ave from R-2 to FBC, NE, by FMA Rentals, LLC.

SUMMARY

1. The property is zoned R-2, Single Family Medium Density Residential. However, it contains a non-conforming, mixed-use building with five apartment units and one commercial unit.
2. The structure measures just under 5,000 sf and sits on a 9,812 sf lot.
3. The building is registered on the dangerous buildings list. The previous owner was not able to make the necessary upgrades. The new owner was able to purchase the building and put money into escrow to place the building under superintendent control in order to save it from demolition. They are currently in the process of making the necessary upgrades.
4. The new owner would like to convert the commercial unit into another residential unit. A rezoning to Form Based Code, Neighborhood Edge would make the existing building a legal, conforming use and would also allow the conversion of the commercial unit into a residential unit. This building could be considered either a "small multiplex" or "mixed-use" building as defined by the form-based code.
5. Notice was sent to everyone within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.

1043 Washington Ave

Zoning Map



Aerial Map

Zoning ordinance excerpt (permitted building types in NE context area):

2005.09 NEIGHBORHOOD EDGE (NE) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		NEIGHBORHOOD EDGE (NE) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with BALCONY	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional *	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with FORECOURT	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
RETAIL BUILDING TYPE	with STOREFRONT	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
FLEX BUILDING TYPE	with STOREFRONT	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with FORECOURT	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with DOORYARD	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
COTTAGE RETAIL BUILDING	with STOREFRONT	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO.________

An ordinance to amend the zoning map of the City to provide for a zone change for 1043 Washington Ave from R-2 to FBC-UR

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 1043 Washington Ave from R-2 to FBC, NE.

CITY OF MUSKEGON REVISED PLAT OF 1903 N 110 FT OF LOTS 1 & 2 BLK 480

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:___________________________

Effective Date:___________________________

First Reading:____________________________

Second Reading:__________________________

CITY OF MUSKEGON

By: ___________________________

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 1043 Washington Ave from R-2 to FBC, NE)

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 27th day of June, 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: ___________________, 2023 ________________________________

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 June 27, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1043 Washington Ave from R-2 to FBC-UR:

CITY OF MUSKEGON REVISED PLAT OF 1903 N 110 FT OF LOTS 1 & 2 BLK 480

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 ____________________, 2023

By ___________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date:June 27, 2023	Title:Approval of contract for Mediation & Restorative Services
Submitted By: Mike Franzak	Department: Planning

Brief Summary:

To approve the contract for Mediation & Restorative Services to provide education, outreach, and prevention services to at risk youth.

Detailed Summary & Background:

At the April Work Session meeting, the Commission heard a proposal from Mediation & Restorative Services to provide education, outreach, and prevention services to at risk youth. The Commission decided to proceed with their services and asked staff to prepare a contract.

Services will include one-on-one accountability sessions, monthly group accountability panels, educating neighborhood associations, monthly parent/child discussion groups, discuss youth prevention efforts at local dispensaries, and coordination with the Muskegon Police Department and the Coalition for a Drug Free Muskegon County.

Goal/Focus Area/Action Item Addressed:

Community Connection/Foster strong ties among government and community agencies/Increased education and outreach

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

Recommended Motion:

To approve the contract with Mediation & Restorative Services and authorize staff to sign.

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

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

Guest(s) Invited / Presenting

Yes □

No □

For City Clerk Use Only:

Commission Action:

This services agreement (the agreement) is made effective on the 1st day of June 2023, by and between Mediation & Restorative Services, with corporate offices located at 27 E Clay Avenue, Muskegon, MI 49442, and the City of Muskegon.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

Mediation & Restorative Services will provide outreach, education, prevention and intervention services as follows:

- Provide one-on-one accountability sessions for up to 50 City of Muskegon resident youth and their family at no charge
- Provide monthly group accountability panels for City of Muskegon school infractions involving marijuana or nicotine for youth and their families at no charge
- Attend Neighborhood Association meetings as appropriate to share about our free services
- Hold monthly parent/child discussion groups on the impact of using marijuana while underage
- Coordinate with the Coalition for a Drug Free Muskegon County to track and review all youth marijuana current programs and fill gaps as needed
- Visit cannabis selling establishments located in the City of Muskegon to discuss youth prevention efforts and provide marketing needs to reduce the sale to minors.
- Offer incentives to cannabis selling establishments that engage in efforts to reduce the sale to minors
- Partner with the City of Muskegon Police Department for enforcement and diversion referrals for City of Muskegon youth involved in marijuana related activity

Obligations

Mediation & Restorative Services will:

- track best practices of other prevention related activities
- network with the Coalition for a Drug Free Muskegon County and other prevention/treatment providers
- coordinate with Neighborhood Associations, local law enforcement and area schools to discuss prevention opportunities
- distribute marketing materials to key stakeholders
- coordinate family and youth direct intervention services
- other duties as assigned

Services and Fees and Expenses

The City of Muskegon agrees to pay Mediation & Restorative Services $47,000 for this 13-month service. Each month the City of Muskegon agrees to pay the monthly fee of $3,615.38 for services on the Social Equity Prevention Fund Document previously submitted to the City of Muskegon Planning Department and City Commissioners.

Term and Termination

This agreement shall commence as of the agreement date above and shall remain in force through June 30, 2024.

IN WITNESS WHEROF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Subcontractor Information and Signature of Acceptance

Company name: Mediation & Restorative Services

Representative name: Jackie Hallberg, LMSW

Job title: Executive Director

Signature: Jackie Hallberg, LMSW Date: 6-6-23

City of Muskegon Information and Signature of Acceptance

Representative name:

Representative title:

Signature: Date:

Agenda Item Review Form
Muskegon City Commission

Commission Meeting Date: 6-27-23	Title: MEDC RAP 1.0 Grant
Submitted By: Jake Eckholm	Department: Dev Services

Brief Summary: Staff is requesting approval of the attached resolution and authorization to accept and distribute a 2022 MEDC RAP 1.0 State Grant of $6,000,000, awarded on September 7, 2022, to support two real estate rehabilitation projects – 880 First St LLC & Great Lakes Development Investments, Inc. The city will enter into Subgrant Agreements to distribute $3,000,000 to 880 First St, LLC and $3,000,000 to Great Lakes Development Investments, Inc. for projects costs incurred as part of their respective redevelopment projects.

Detailed Summary & Background: The city applied for and received a 2022 MEDC Revitalization and Placemaking (RAP) 1.0 grant in the amount of $6M in the Fall 2022 to support the 880 First St, LLC & Great Lakes Development Investments, Inc, real estate rehabilitation projects.

The Revitalization and Placemaking Program ("RAP 1.0 Program") was an incentive program that deployed state funding to address the COVID-19 impacts and community revitalization needs in communities to invest in projects that enable population and tax revenue growth through rehabilitation of vacant and blighted buildings and historic structures, rehabilitation and development of vacant properties, and development of permanent place-based infrastructure associated with social zones and traditional downtowns, outdoor dining, and place-based public spaces.

The city will enter into Subgrant Agreements to distribute $3,000,000 to 880 First St, LLC and $3,000,000 to Great Lakes Development Investments, Inc. as they are two projects key to meeting the ongoing housing needs of our community.

Goal/Focus Area/Action Item Addressed: Goal 2: Econ Dev, Housing, and Business > Increasing variety of housing types

Amount Requested: 6,000,000	Amount Budgeted: $0
Fund(s) or Account(s): TBD	Fund(s) or Account(s): TBD

Recommended Motion: I move to approve the resolution of support and authorize the Clerk to sign.

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

For City Clerk Use Only:

Commission Action:

Execution Copy

CASE – 367112
FAIN#-SLFRP0127
Assistance Listing # 21.027

REVITALIZATION AND PLACEMAKING PROGRAM

SUB-GRANT GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of February 16, 2023 (the "Effective Date"), is between the Michigan Strategic Fund (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and the City of Muskegon, a Michigan municipality, (the "Grantee"), whose address and principal office is 933 Terrace Street, Muskegon, Michigan 49443. As used in this Agreement, the MSF and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. The purpose of this program is promoting health and safety and addressing impacts on impacted business by investing in capital expenditure projects that result in neighborhood features, such as occupied buildings and active public spaces that promote health and safety through revitalization and repurposing of vacant, underutilized, blighted, or historic buildings and investment in place-based infrastructure.

B. The Michigan Strategic Fund Act (MCL 125.2001 et. seq.), as amended, including Section 90b, enables the MSF to make grants, loans and investments and other economic assistance for redevelopment of communities in Michigan.

C. Under the control and direction of the MSF Board, the staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC") provides administrative services for the MSF.

D. On March 11, 2021, the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds ("SLFRF") were established as part of the American Rescue Plan Act ("ARPA") to respond to and promote an equitable recovery from the COVID-19 pandemic. The State of Michigan was awarded $6.54 billion dollars under SLFRF on May 13, 2021.

E. Pursuant to the SLFRF, funding was appropriated to the MSF, and on December 7, 2021, the MSF Board established, and subsequently amended on February 22, 2022, the Revitalization and Placemaking Program (the "RAP") for purposes of addressing the impacts of COVID-19 pursuant to the RAP guidelines, as amended, which provides for the allocation of an aggregate of One Hundred Million Dollars ($100,000,000.00) of SLFRF funding.

F. The Grantee submitted to the MEDC an Application for Revitalization and Placemaking Program assistance under the RAP dated June 3, 2022.

G. OnSeptember 7, 2022,, the MSF approved a grant award to the Grantee in the amount of up to the lesser of: (i) 50% of the Eligible Costs plus the Administrative Amount; or (ii) an amount not to exceed $6,000,000.00, inclusive of the Administrative Amount, to be disbursed under the terms of this Agreement (the "Grant").

H. The Grantee desires to obtain the Grant to effectuate a sub-grant program for Sub-Grantee(s) to expend Eligible Costs on Project(s) related to Revitalization or Placemaking consistent with this Agreement.

In consideration of the mutual duties and obligations of the Parties, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 **Defined Terms**. Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth in Exhibit A, which contains the defined terms for this Agreement.

Section 1.2 **Construction of Certain Terms**. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1 **Grant Commitment**. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the MSF agrees to make, and the Grantee agrees to accept, the Grant.

Section 2.2 **Grant Manager**. The MSF Fund Manager shall designate a Grant Manager to administer this Agreement and monitor the performance of the Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MSF Fund Manager. The initial Grant Manager is Haneen Wraikat, whose email address is wraikath@michigan.org.

Section 2.3 **Key Milestones**. The Grantee agrees to the Key Milestones set forth in Exhibit C. Key Milestone One requires submittal of Sub-Grant Project information, which shall be submitted separately for each Sub-Grant Project. Key Milestone Two allows for reimbursement up to fifty percent (50%) of Eligible Costs per Sub-Grant Project. Key Milestone Three allows for reimbursement of Eligible Costs up to the remaining amount of the Sub-Grant Maximum Grant. Key Milestone Four requires Sub-Grant Project completion.

Section 2.4 **Grant Disbursement**. Subject to the terms and conditions of this Agreement, including that the absence of a Default or Event of Default, payment of the Grant by the MSF shall be made to the Grantee as follows:

(a) **Vendor Registration**. To receive payments under this Agreement, the Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer. The Grantee has registered an account in the name of Lockbox held at Fifth Third Bank and ending in 6852 into which it will receive payment by EFT. Grantee must register the account at the State Integrated Governmental Management Applications ("SIGMA") Vendor Self Service ("VSS") website (www.michigan.gov/VSSLogin.)

Registration must be to a non-interest bearing account of the Grantee. Grantee shall also obtain a Unique Entity Identifier ("UEI") from SAM.gov and add this information to SIGMA. Grantee's UEI is NVA52GCGV2ZS.

(b) **Administrative Amount**. The sum of up to Zero Dollars ($0.00) ("Administrative Amount"), included as part of the total Grant amount, shall be paid to Grantee as soon as institutionally possible for the MSF, but in no event prior to October 24, 2022, upon completion of Grantee registering to receive payments pursuant to Section 2.4(a).

(c) **Reimbursement Request(s).** The Grantee may receive Grant Disbursements, which per Sub-Grant Project shall not collectively exceed the lesser of fifty percent (50%) of the total Eligible Costs or the Sub-Grant Maximum Grant for the particular Sub-Grant Project for which the Reimbursement Request is made (less the Administrative Amount), to reimburse for Eligible Costs submitted to the Grant Manager in a Reimbursement Request pursuant to this Section 2.4 and the Key Milestones listed in Exhibit C. The Grantee shall submit separate Reimbursement Request(s) for each Sub-Grant Project. For the avoidance of doubt, any Reimbursement Request shall be evaluated on a per Sub-Grant Project basis and in no event shall the aggregate Eligible Costs of Sub-Grant Projects be used to evaluate any single Reimbursement Request except for determination if the total Grant amount has been disbursed (inclusive of the Administrative Amount). Further, Grantee may only submit one Reimbursement Request per Sub-Grant Project for each Key Milestone.

(i) Grantee may submit a Reimbursement Request for Eligible Costs to the Grant Manager: (A) of up to fifty percent (50%) of that particular Sub-Grant Project's Sub-Grant Maximum Grant for Key Milestone Twoand up to the remaining balance of the Sub-Grant Maximum Grant for Key Milestone Three; (B) only if no other Reimbursement Request for that particular Sub-Grant Project is pending review or approval by the Grant Manager; (C) if the Grantee has not already received reimbursement for either those particular, or the total, Eligible Costs allowable for that particular Sub-Grant Project; and (D) if, collectively with all previous Grant Disbursements, irrespective of Sub-Grant Project, the Grantee has not received the total Grant amount (inclusive of the Administrative Amount).

(ii) The MSF's obligation to fund any portion of the Grant during the Term is subject to Grantee's satisfaction of the requirements of the corresponding Sub-Grant Project specific Key Milestones, and the corresponding approval of the Grant Manager as set forth in Section 2.4(d) of the applicable Sub-Grant Project specific Key Milestones, each satisfied in chronological order as to the specific Sub-Grant Project, and Grantee otherwise being in compliance with this Agreement, including, without limitation, satisfaction of all requirements, and approval thereof, of all prior Key Milestones related to that specific Sub-Grant Project.

(d) **Grant Manager Review.** The Grant Manager reviews Reimbursement Request(s) and determines Grantee's compliance with the Key Milestones. The Grant Manager shall, within thirty (30) business days of receipt of a Reimbursement Request and accompanying Supporting Documentation, do one or more of the following:

(i) request to review Grantee's records, request additional information, or
request a site visit, or any combination thereof, all of which shall be determined in the sole discretion of the Grant Manager. The Grantee shall comply with the written

request within thirty (30) business days, to the satisfaction of the Grant Manager, or the Grant Manager shall reject the Disbursement Request in the manner provided in Section 2.4(d)(ii).

(ii) provide a reason, in writing, for an impending rejection of the Reimbursement Request, which may be based on one or more of the following: (A) the failure of Grantee to demonstrate achievement of the applicable Key Milestone, (B) there is an outstanding Default or Event of Default, or (C) Grantee is otherwise not in compliance with this Agreement, and Grantee shall have thirty (30) business days from the date of the written reason to respond.

(iii) approve the Reimbursement Request, provided there is no Default or Event of Default, Grantee is otherwise in compliance with this Agreement, and Grantee has achieved all of its then required Key Milestones for that specific Sub-Grant Project to the satisfaction of the Grant Manager.

If after receipt of a Reimbursement Request the Grant Manager requests to review Grantee records, requests additional information or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 2.4(d)(ii) or Section 2.4(d)(iii), within an additional thirty (30) business days of the last to occur of: (A) the date the Grantee provides the requested records and requested additional information or (B) the date the Grant Manager completes the site visit.

Section 2.5 **<u>Grantee Duties</u>**. In addition to all other obligations under this Agreement, the Grantee agrees to undertake, perform, and complete all the following activities:

(a) **Reporting Requirements**. The Grantee shall provide all necessary reporting documentation per Sub-Grant Project, including federal reporting requirements in compliance with SLFRF Regulations (as may be updated from time to time by the federal government), in form and substance as required by the Grant Manager, all to the satisfaction of the Grant Manager. Reports must be submitted by the following dates each year through the Term of the Grant (or such longer time as required by ARPA and SLFRF). These dates may be modified in the sole discretion of the Grant Manager, notice of which shall be provided to the Grantee:

(i) State Progress Report (see Exhibit F):	October 1
(ii) Federal quarterly reports based on the applicable qualifying Expenditure Category of the Sub-Grant Project (see Exhibits G and H):	January 1, April 1, July 1, September 1
(iii) Federal annual report based on the applicable qualifying Expenditure Category of the Sub-Grant Project (see Exhibits G and H):	July 1

In the event of any inconsistencies between the due dates in this Section and any Exhibit, this Section shall control.

(b) **Sub-Grants**. Grantee shall require each of the selected Sub-Grantee(s) to enter into written grant agreements with the Grantee to effectuate redistribution of all Grant funds received by Grantee (less the Administrative Amount) for Eligible Costs ("Sub-Grant(s)") by July 1, 2024. All proposed Sub-Grantee(s) and Sub-Grant Project(s), and any additions or modifications thereto, must be submitted by the Grantee to the MEDC for review and written approval by the MSF Fund Manager prior to receiving any Grant Disbursements for that particular Sub-Grant Project.

(c) **Sub-Grant Criteria**. Each Sub-Grant must be executed by the Grantee with and to the benefit of a selected Sub-Grantee, and include at least the following:

(i) Identification of the Sub-Grantee, its Project, its singular qualifying federal Expenditure Category, and the associated Eligible Costs broken down by category;

(ii) Provision(s) requiring the Sub-Grantee to request and receive reimbursement solely for Eligible Costs;

(iii) Provision(s) requiring the Sub-grantee to provide the information necessary for the Grantee to timely report the information required of the Grantee to the Grant Manager to meet the requirements of this Agreement, including in order to timely request reimbursements pursuant to the Grant;

(iv) Provision(s) requiring the Sub-Grantee to comply with all federal and state requirements, reporting or otherwise, of this Agreement, including, but not limited to, those requirements listed in Exhibits G and H, including compliance with any future amendments to such federal requirements by the federal government;

(v) Provision(s) requiring Sub-Grantee be registered with SAM.gov and obtain a UEI;

(vi) Provision(s) requiring the Sub-Grantee's Eligible Costs be incurred between March 3, 2021, and December 31, 2024, and expended by June 30, 2026;

(vii) Provision(s) requiring the Sub-Grantee to provide a copy of its guaranteed maximum price contract for the Project;

(viii) Provision(s) requiring the Project performed by the Sub-Grantee be constructed in such a manner as to conform to applicable zoning, planning, building, and other regulations of governmental authorities having jurisdiction over the Project and the Property; and the Sub-Grantee has obtained, or will obtain, all necessary leases, permits, zoning waivers, variances, or other permissions, to allow for development of the Property and Project for its intended purpose at least through the term of the Sub-Grant. Further, provisions requiring all necessary utilities, including but not limited to, telephone services, electric power, natural gas, storm sewers, sanitary sewer, and public potable water facilities are available, or will be available, to the Property and the Project at project completion and all times thereafter during the term of the Sub-Grant;

(ix) Provisions requiring the Sub-Grantee to affirm, to its knowledge, the Sub-Grantee is not, and will not during the term of the grant, be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which the Property, Project, or the Sub-Grantee is subject. Further, provisions requiring the Sub-Grantee to affirm it will obtain all requisite demolition, building, environmental, and other permits necessary for the development of the Property and Project for the intended purpose during the term of the Grant, and the Sub-Grantee will not, during the term of the Grant, knowingly fail to obtain any other licenses, permits or other governmental authorizations necessary, to the ownership of its properties, or the conduct of its business, which violation or failure to obtain might materially and adversely affect the Sub-Grantee's business, profits, properties, or condition (financial or otherwise);

(x) Provisions requiring the Sub-Grantee to acknowledge that it is receiving a Subaward under SLFRF and as such is a Subrecipient under SLFRF, subject to all federal requirements related to its Subrecipient status including, but not limited to, those requirements listed in Exhibits G and H, as may be updated from time to time by the federal government;

(xi) Provisions requiring the Sub-Grantee to be subject to the following events of default:

a. the taking via condemnation or similar governmental action of all or a substantial part of the Property or Project which taking has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking;

b. any unappealable or irrevocable action taken by any governmental authority;

c. any unappealable or irrevocable action taken by any governmental authority that would materially and adversely affect timely progression of work or development of the Project as required by the Key Milestones or the use of the Property or Project for the intended purpose of Revitalization or Placemaking;

d. the institution of, or any agreement in lieu of, a foreclosure action against the Property or the Project or any part thereof and failure of the Sub-Grantee to cause such action to be terminated within thirty (30) calendar days of its institution;

e. the institution of any proceeding, or agreement in lieu of, seeking a termination of the Sub-Grantee's interest in the Property;

f. any failure of the Sub-Grantee to incur Eligible Costs in an amount of 200% of the maximum Sub-Grant amount;

g. any voluntary bankruptcy or insolvency proceedings are commenced by the Sub-Grantee;

h. any involuntary bankruptcy or insolvency proceedings are commenced against the Sub-Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;

i. the filing of a claim of lien against the Property that is not resolved to the MSF's satisfaction;

j. the failure of physical work on the Property for the development of the Project as contemplated by the Sub-Grant Agreement for a period of thirty (30) consecutive calendar days, which failure is not cured by the Sub-Grantee to the satisfaction of the Grantee within ten (10) business days after written notice thereof by the Grantee, or within such longer period of time as determined in writing and at the sole discretion of the Grantee;

k. if at any time after the Grant Disbursement and through the end of the Term of the Grant, the Property is not used for its applicable intended Revitalization or Placemaking purpose.

(xii) Provisions requiring the Sub-Grantee affirm that the real estate taxes and utility bills for the Property have been paid, and will be paid through the Term, and that the Property is free from construction liens, and will remain free through the Term;

(xiii) Provisions requiring Sub-Grantee not be in default, violation, breach, or non-compliance, of any kind or nature under any: (i) agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State (including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environment, Great Lakes, and Energy, the Department of Treasury, the MSF, (including as successor in interest to the former Michigan Economic Growth Authority), the State Historic Preservation Office (or any successors or assigns to any of the foregoing)); (ii) applicable federal secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, 36 CFR 67; or (iii) any agreement with any person or entity, which violation, default, breach, or non-compliance has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking, in each case which is not cured by the Sub-Grantee to the satisfaction of the Grantee within ten (10) business days after written notice thereof by the Grantee or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the Grantee;

(xiv) Provisions requiring the Sub-Grantee to allow for site visits by the MEDC or the MSF;

(xv) Provisions requiring the Sub-Grantee, to affirm, to its knowledge, that it is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts, or other requirements for the Project, to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise), or impair the Grantee's ability to perform its obligations under this Agreement;

(xvi) Provisions requiring the Sub-Grantee not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e));

(xvii) Provisions requiring the Sub-Grantee cooperate with the MSF or the MEDC to promote the Sub-Grant Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the request and expense of the MEDC or MSF;

(xviii) Provisions requiring the Sub-Grantee to obtain the consent of the MSF prior to any sale of the Property and include provisions in any purchase contract that the purchaser be bound by all applicable obligations of this Agreement including, but not limited to, all reporting requirements.

(d) **Sampling**. Grantee shall design, develop, and implement its own process to substantiate self-certification(s) provided by the Sub-Grantee(s) in order to verify compliance with the terms and conditions of this Agreement. For the avoidance of doubt, if Grantee relies on self-certified information provided by the Sub-Grantee(s) in order to comply with the terms and conditions of this Agreement, federal requirements or otherwise, Grantee shall ensure that it is verifying such self-certifications to be correct, true, and accurate. Sampling of such verification shall be provided to the Grant Manager upon request.

(e) **Sub-Grant Distributions**. Grantee shall administer the Sub-Grants in accordance with this Agreement to ensure efficient and responsible distribution of Sub-Grant funding to Sub-Grantee(s). Upon receipt of Grant funds (except the Administrative Amount) Grantee shall endeavor to distribute the Sub-Grant funds as soon as institutionally possible for the Grantee and in any event all Sub-Grant funds shall be distributed to each selected Sub-Grantee no later than thirty (30) calendar days of receipt by the Grantee.

(f) **Guaranteed Maximum Price Contract**. Grantee shall provide a copy of the guaranteed maximum price contract for each Sub-Grant Project. Grantee may submit the contract as part of that particular Sub-Grant Project's Key Milestone Two; provided, however, if the due date of that particular Sub-Grant Project's Key Milestone Two is after July 31, 2024, Grantee shall provide such copy to the Grant Manager by July 31, 2024.

(g) **Enforcement of Sub-Grantees Events of Default**. Grantee shall ensure each Sub-Grant Project is not in default of any of the events listed in Section 2.5(c)(xi). If Grantee becomes aware of such a default, Grantee shall promptly notify the Grant Manager, but in no event provide notification later than ten (10) business days.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the MSF from the Effective Date through the Term:

Section 3.1 Organization. The Grantee is duly organized, validly existing and otherwise in good standing in the State and has the power and authority to enter into and perform its obligations under this Agreement.

Section 3.2 **Grantee Authority**. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Grantee's organizational and governing documents; or any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 **Consent**. Except as has been disclosed in writing to the MSF, or the Grant Manager, no consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 **Full Disclosure**. Neither this Agreement, the Application, nor any written statements or certificates furnished by the Grantee to the MEDC or the MSF in connection with the making of the Grant and Agreement contain any untrue statement of material fact, or to the best of the Grantee's knowledge, omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are reasonably likely to materially adversely affect the business or properties of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 **Litigation or Other Proceedings**. Except as has been disclosed in writing to the MSF, to the knowledge of the Grantee, there are no suits or proceedings pending or, to the knowledge of the Grantee, threatened by or before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee's ability to perform its obligations under the Agreement.

Section 3.6 **Compliance with Laws or Contracts**. To its knowledge, the Grantee is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts, or other requirements for the Project, to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise), or impair the Grantee's ability to perform its obligations under this Agreement.

Section 3.7 **Use of Grant Disbursements**. The Grantee shall not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

Section 3.8 **Criminal or Civil Matters.** The Grantee affirms that to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of Twenty percent (20%) or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

Section 3.9 **Conflict of Interest**. The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's Key Personnel or its Key Personnel's family, its business, or any financial interest and the performance by the Grantee under this Agreement. Further, the Grantee affirms that it has an internal conflicts of interest policy in place to discover and avoid current or future conflicts of interest of the nature described in this Section that may arise.

The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee and its owners, officers, directors, managers, members, or employees and any of the Indemnified Persons and the performance by the Grantee of its obligations under this Agreement. The Grantee further affirms that neither the Grantee, nor its owners, officers, directors, managers, members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the Indemnified Persons.

Section 3.10 **State Required Terms**. The Grantee shall comply with its representations, warranties, and obligations as required and set forth in Exhibit F.

Section 3.11 **Taxes**. To the extent applicable, the Grantee is current, under an approved payment plan, or otherwise contesting in good faith, all federal, State of Michigan, local and real estate taxes. Unless contested in good faith and discharged by appropriate proceedings, or under an approved payment plan, the Grantee shall, through the Term, promptly pay and discharge all such taxes, any assessments, and any governmental charges lawfully levied or imposed upon it (in each case, before they become delinquent and before penalties accrue).

Section 3.12 **Change of Legal Status**. The Grantee shall (a) give the MSF written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, which consent shall not be unreasonably withheld.

Section 3.13 **Unused Funds**.

(a) Any Grant funds in the possession or control of the Grantee (other than Administrative Amount) that are not actually distributed by the Grantee to each selected Sub-Grantee under a Sub-Grant by July 1, 2026 shall be returned by the Grantee to the MSF by September 1, 2026 (unless a later date not to exceed the end of the Term is authorized in writing by the Grant Manager).

(b) Any of the Administrative Amount that is in the possession or control of Grantee that has not been used as permitted hereunder by the Grantee by July 1, 2026 (unless a later date not to exceed the end of the Term is authorized in writing by the Grant Manager), shall be returned to the MSF no later than the end of the Term.

Section 3.14 **Recovery by the Grantee.** In the event the Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any Sub-Grant funds from or on behalf of any Sub-grantee, the amount received less reasonable costs of collection, if any, shall be repaid to the MSF within thirty (30) calendar days of receipt by the Grantee.

Section 3.15 **Use of Grant Funds**. Grantee shall use all of the Grant funds only as permitted under this Agreement.

Section 3.16 **Key Milestones**. Grantee agrees to the Key Milestones set forth in Exhibit C. The Grant Manager determines compliance with Key Milestones.

Section 3.17 **Federal Requirements**. Grantee shall comply with, and cause all Sub-Grantees to comply with, all federal requirements under SLFRF set forth in Exhibits G and H, as may be updated from time to time.

Section 3.18 **Records Access.** Grantee shall retain all records related to this Agreement until at least December 31, 2031. In addition, Grantee shall provide a copy of such records upon request of the Grant Manager. Provided, however, any grant requiring the expenditure of in excess of Seven Hundred Fifty Thousand Dollars ($750,000) of federal funding in any applicable fiscal tax year is subject to the Single Audit Act of 1984, as may be amended from time to time. If applicable, in addition to all other obligations hereunder, the Grantee shall provide a copy of this audit to the MSF promptly upon its completion. Further, upon the request from the Grant Manager, Grantee shall provide all records related to this Agreement and the Grant, including, without limitation, a copy of the fully signed and completed application to the RAP, the Grant and/or Sub-Grant(s) (as applicable), and any documentation and/or reporting in support thereof. Notwithstanding anything to the contrary, if the Single Audit Act of 1984 applies, this Section shall survive the end of the Term for a period of seven (7) years.

Section 3.19 **Acknowledgment of Federal Subaward and Subrecipient Status**. Grantee acknowledges that it is a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331 and is bound by all requirements of such Subaward and Subrecipient status as required by United States Treasury, which may be updated from time to time, including, but not limited to, the requirements set forth in Exhibits G and H.

Section 3.20 **Termination and Recovery of Funds by United States Treasury**. Grantee acknowledges that in addition to the defaults and remedies listed in Article V, the United States Treasury requires any funds received under the Grant and any attached Exhibits that are expended in a manner that fails to comply with SLFRF and all other applicable laws be returned to the Department of the Treasury. The State reserves the right to monitor the Subrecipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant and return of funds previously provided thereunder.

Section 3.21 **Administrative Costs**. Grantee shall use the Administrative Amount only for direct costs (as defined by 2 CFR §200.413) related to the purpose of administering this Agreement and/or the redistribution of the applicable Grant funds to Sub-Grantees as required by this Agreement. For the avoidance of doubt, administrative costs may not be used for indirect costs (as defined by 2 CFR §200.414).

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Grantee:

Section 4.1 **Organization.** The MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 **Consent.** Except as disclosed in writing to the Grantee or as otherwise provided by law no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1 **Events of Default.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default, or written forbearance, is signed by the MSF Fund Manager:

(a) any representation made by the Grantee which is incorrect in any material respect, including, but not limited to, any representation or warranty provided in this Agreement, including Article III, any information provided in the Application, or any information provided in support of a Reimbursement Request;

(b) any material breach by the Grantee of an obligation of the Grantee under this Agreement, including failure to submit a Progress Report when due, which is not cured by the Grantee to the reasonable satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or failure to submit federal quarterly and/or federal annual reports when due, which is not cured by the Grantee to the reasonable satisfaction of the Grant Manager within five (5) business days after written notice thereof by the Grant Manager, or within such longer periods of time as determined in writing and at the sole discretion of the MSF Fund Manager ("Cure Periods");

(c) any failure of the Grantee to pay in full any applicable Progress Report Penalty or Federal Report Penalty, costs, fees, and interest, as required by Sections 5.4 and 5.5;

(d) the Grantee's failure to timely meet any of the Key Milestones by the applicable date for such Key Milestone as set forth in Exhibit C, which failure is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager;

(e) the Grantee being in default, violation, breach, or non-compliance, of any kind or nature under any: (i) agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State (including without limitation, the

Department of Licensing and Regulatory Affairs, the Department of Environment, Great Lakes, and Energy, the Department of Treasury, the MSF, (including as successor in interest to the former Michigan Economic Growth Authority), which is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the MSF Fund Manager;

(f) the use of any grant funds for any purpose that is not an Eligible Cost (aside from the Administrative Amount).

Section 5.2 Available Remedies. Upon the occurrence, and during the continuance, of a Default or Event of Default under this Agreement:

(a) The MSF may immediately and without prior notice discontinue making any Grant Disbursement to the Grantee;

(b) Upon written notice to the Grantee by the MSF Fund Manager, the Grantee shall (i) immediately cease entering into any Sub-Grants; (ii) immediately cease making any further disbursements under any Sub-Grant; and (iii) repay to the MSF the amount of the Grant funds not yet expended by the Grantee under any existing Sub-Grant, plus so much of the Administrative Amount that has not actually been expended by the Grantee;

(c) The MSF may immediately, after expiration of any applicable Cure Period without a cure, terminate this Agreement;

(d) Any amounts due to the MSF under this Section 5.2 must be paid within 90 days of notification by the MSF and are subject to interest at a rate of one percent (1%) per month, prorated on a daily basis, beginning on the ninety-first (91st) day of nonpayment of any amounts owed to the MSF and continuing until all funds owed under this Agreement are paid in full to the MSF;

(e) All payments by the Grantee shall be applied: (i) first to reimburse permitted costs and expenses; then (ii) to satisfy outstanding interest; then (iv) to satisfy any and all other outstanding amounts owed to the MSF;

(f) In the case of a Default or Event of Default under Section 5.1(a) (material misrepresentation) or Section 5.1(b) (material failure to comply) which is:

(i) based on Section 3.7 (prohibited use of Grant funds for casino, etc.), or Section 3.15 (use of Grant funds as permitted under the Agreement), or Section 3.21 (administrative costs) the Grantee shall pay the MSF a sum equal to the full amount of the Grant funds so improperly used;

(ii) based on the indemnification provisions set forth in Section F.6 of Exhibit F, the Grantee shall perform and pay all sums as required by Section F.6 of Exhibit F;

(iii) based on Section 3.13 (unused Grant funds), the Grantee shall pay the MSF all applicable sums required by Section 3.13;

(iv) based on Section 3.14 (recovery by Grantee), the Grantee shall pay the

MSF all sums required by Section 3.14;

(v) based on Section 2.5(a) (required reporting), the Grantee shall pay the penalties required by Sections 5.4 and 5.5;

(vi) based on Section 2.5(b)-(e) (Grantee's duties related to sub-grants) or Sections 2.5(g) (enforcement of Sub-Grantees events of default) or Key Milestone Four of Exhibit C (completion of Project), the Grantee shall pay the MSF a sum equal to the full amount of the Grant funds disbursed for that particular Sub-Grant Project;

(vii) based on Section 3.17 (failure to comply with federal requirements), the Grantee shall pay the total amount owed by the State to repay the federal government for such failure to comply.

(g) Notwithstanding anything to the contrary, the MSF Fund Manager reserves the right to require the Grantee to pay the highest amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to any interest, costs and expenses as provided by this Agreement, in no event shall the Grantee be required to repay the MSF any amount in excess of Grant Disbursements received by the Grantee.

(h) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in successfully collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.

Section 5.3 **Other Suspension**. In the event the MSF becomes aware of a Default, the MSF may immediately and without prior notice suspend making any Grant Disbursements.

Section 5.4 **Progress Report Penalty**. For each instance through the Term of the Grant in which the Grantee fails to submit a Progress Report when due, which Progress Report is not provided by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Grant Manager, a penalty is due to the MSF from the Grantee in the principal amount of Five Thousand Dollars ($5,000) (the "Progress Report Penalty"), and the Grantee shall immediately remit payment of the Progress Report Penalty to the MSF. For the avoidance of doubt, the Progress Report Penalty shall apply separately to each individual Sub-Grant.

In addition to paying any required Progress Report Penalty, the Grantee shall pay interest on the Progress Report Penalty at the rate of seven percent (7%) per annum. Interest shall accrue on the Progress Report Penalty beginning on the date such Progress Report Penalty is due and continue until the Progress Report Penalty, all costs and expenses to collect the Progress Report Penalty, and all interest are paid in full to the MSF. All payments by the Grantee under this Section 5.4 shall first be applied to reimburse the costs and expenses to collect the Progress Report Penalty, then to satisfy interest thereon, then to satisfy the Progress Report Penalty. Payment of any Progress Report Penalty, costs, fees, and interest thereon is required by this Agreement regardless of whether any Grant Disbursement has been made to the Grantee.

This Section 5.4 shall survive the end of the Term of the Grant for a period of three (3) years.

Section 5.5 **Federal Report Penalty**. For each instance through the Term of the Grant in which the Grantee fails to submit a federal quarterly report or federal annual report when due, which report is not provided by the Grantee to the satisfaction of the Grant Manager within five (5) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Grant Manager, a penalty is due to the MSF from the Grantee in the principal amount of Five Thousand Dollars ($5,000) (the "Federal Report Penalty"), and the Grantee shall immediately remit payment of the Federal Report Penalty to the MSF. For the avoidance of doubt, the Federal Report Penalty shall apply separately to each federal quarterly and federal annual report due for each individual Sub-Grant.

In addition to paying any required Federal Report Penalty, the Grantee shall pay interest on the Federal Report Penalty at the rate of seven percent (7%) per annum. Interest shall accrue on the Federal Report Penalty beginning on the date such Federal Report Penalty is due and continue until the Federal Report Penalty, all costs and expenses to collect the Federal Report Penalty, and all interest are paid in full to the MSF. All payments by the Grantee under this Section 5.5 shall first be applied to reimburse the costs and expenses to collect the Federal Report Penalty, then to satisfy interest thereon, then to satisfy the Federal Report Penalty. Payment of any Federal Report Penalty, costs, fees, and interest thereon: is required by this Agreement regardless of whether any Grant Disbursement has been made to the Grantee.

This Section 5.5 shall survive the end of the Term of the Grant for a period of three (3) years.

ARTICLE VI

MISCELLANEOUS

Section 6.1 **Notice.** Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (i) one business day after an e-mail, fax, or courier delivery or (ii) two business days after a mailing date.

Section 6.2 **Entire Agreement**. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 6.3 **Counterparts; Facsimile/Pdf Signatures.** This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 6.4 **Severability.** All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 6.5 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.6 **Governing Law.** This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 6.7 **Relationship between Parties.** The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm, or entity for any purpose.

Section 6.8. **Successors and Assigns.** The MSF may at any time assign its rights in this Agreement. The Grantee may not assign any of its rights or obligations under this Agreement without the prior written approval of the MSF. Only after completion of a Key Milestone may the Grantee submit a request to the Grant Manager for the MSF's approval of the assignment by the Grantee of all or portion of its rights or obligations under this Agreement, including rights to the Grant Disbursement. Such request must be in writing and any approval by the MSF is subject to terms and conditions acceptable to the MSF, including without limitation: (i) any background review or other pre-approval due diligence of the proposed assignee or otherwise, in each case as required by the MSF, the results of which are satisfactory to the MSF Fund Manager; and (ii) that the Grantee, the proposed assignee(s) or both, remain responsible for the Grantee's obligations under this Agreement, including those involving submission of Progress Reports, or federal reports, and submission of Progress Report or Federal Report Penalty(s) and any costs, fees, and interest as provided by this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 6.9 **Waiver.** A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.10 **Termination of Agreement.** Except as to terms of this Article VI and Exhibit A, which shall survive indefinitely, and any provisions requiring repayment, which shall survive until all amounts due are paid in full, and except as to any other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term.

Section 6.11 **Amendment.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager. Provided however, in the event that federal laws, statutes, rules or regulations related to SLFRF funding require a change to this Agreement, this Agreement shall be immediately interpreted, modified, applied, and enforced consistent with those changes as though they were written in this

Agreement. The MSF will incorporate the aforementioned changes into this Agreement in writing, and the Grantee shall fully execute such amendment as soon as possible thereafter without unreasonable delay. Provided further, and notwithstanding anything to the contrary, the failure of the Grantee to fully execute such amendment shall not be deemed to change the immediate interpretation, modification, application, and enforcement of such changes as though they were written in this Agreement.

Section 6.12 **Publicity.** At the request and expense of the MSF or the MEDC, the Grantee will cooperate with the MSF or the MEDC to promote the Project(s) through one or more of the placement of a sign, plaque, media coverage or other public presentation acceptable to the Parties.

Section 6.13 **Images**. At the request of the MSF or the MEDC, the Grantee will cooperate in providing high-resolution images of the completed Projects with the preferred format: 300dpi, at least 5000 pixels WxH in either raw file or high-resolution JPG format and hereby grants the MSF and the MEDC a license to use said images in materials presented to the public.

Section 6.14 **Cooperation by the Parties.** The Parties will cooperate and communicate with one another and use all reasonable efforts to cause the fulfillment of the intents and purposes of the Program and this Agreement.

Section 6.15 **Jurisdiction.** The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States.

(SIGNATURE PAGE FOLLOWS)

The Parties have executed this Agreement effective on the Effective Date.

The signatories below warrant they are empowered to enter into this Agreement.

CITY OF MUSKEGON

J. C. Seyferth

Jonathan Seyferth
City Manager

MICHIGAN STRATEGIC FUND

DocuSigned by:
Valerie Hoag
FC2092818155402...

Valerie Hoag
Fund Manager

EXHIBIT A

DEFINED TERMS

(a) "**Act**" means the Michigan Strategic Fund Act, MCL 125.2001 et seq., as amended, and Section 1094m of Public Act 87 of 2021, which authorize the creation and operation of the RAP.

(b) "**Addendum**" or "**Federal Master Addendum**" means the federal requirements described in Exhibit G.

(c) "**Administrative Amount**" has the meaning set forth in Section 2.4(b). The Administrative Amount may only be used by the Grantee for direct costs (see 2 CFR §200.413) related to the purpose of administering this Agreement and/or the redistribution of the applicable Grant funds to Sub-Grantees as required by this Agreement.

(d) "**Agreement**" means this Agreement, including the Exhibits to this Agreement.

(e) "**Application**" means the Application for Revitalization and Placemaking Program Assistance, dated June 3, 2022, submitted by the Grantee to the MEDC.

(f) "**ARPA**" means the American Rescue Plan Act, Pub. L. No. 117-2, as amended.

(g) "**Auditor General**" means the auditor general of the State of Michigan.

(h) "**Confidential Information**" has the meaning set forth in Section F.2.

(i) "**Cure Periods**" have the meanings set forth in Section 5.1(b).

(j) "**Default**" means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

(k) "**DTMB**" has the meaning set forth in Section F.3.

(l) "**Effective Date**" has the meaning set forth in the preamble.

(m) "**Eligible Costs**" means the Sub-Grantee's actual expenditure of funds qualifying within the particular Expenditure Category for which the Sub-Grant Project is awarded and incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, and expended no later than June 30, 2026, for at least one, or any combination of, the following the following six (6) categories:

a. <u>Acquisition</u>. Acquisition fees or costs for real property;

b. <u>New construction</u>. Fees or costs for alteration, new construction, improvement, demolition, or rehabilitation of buildings, including utility tap fees, and fees and costs paid to a governmental entity for permits, zoning and inspections, for the Project;

c. <u>Other Alteration or Improvement</u>. Costs associated with site improvements such as access (including ADA improvements) and streetscaping elements such as lighting, fencing, street furniture, etc.;

d. Site Improvement. Any fees or costs for site improvements to the Property, including a surface parking lot, parking garage, parking ramp, utilities, and public infrastructure such as roads, curbs, gutters, sidewalks, landscaping, lighting, grading, and land balancing;

e. Machinery and Equipment. Any fees or cost for the addition of machinery, equipment, or fixtures to the Property;

f. Professional Fees. Professional fees or costs for the Project for architectural services, engineering services, Phase I environmental site assessment, Phase II environmental site assessment, Baseline Environmental Assessment, or surveying, insurance, accounting and legal; or

g. Developer Fees. Developer fees not to exceed 4% of total project costs.

Provided however, and for the avoidance of doubt, in no event shall any prohibited uses (See Exhibit G, subsection C(4)) costs not qualifying under an Expenditure Category, or expenses that have been or will be reimbursed under any other federal program be deemed any part of the Eligible Costs. The total Eligible Costs associated with each Sub-Grant Project shall be provided by Grantee as part of Key Milestone One.

(n) "**Event of Default**" means any one or more of those events described in Section 5.1.

(o) "**Exhibit**" means each of the documents or instruments attached to this Agreement.

(p) **"Expenditure Category(s)"** means the expenditure category(s) as created by the US Department of Treasury with the schedule of permitted expenditures. The applicable Expenditure Categories for the Sub-Grant Projects are listed in Exhibit H.

(q) "**Federal Report Penalty**" has the meaning set forth in Section 5.5.

(r) "**Grant**" has the meaning set forth in Recital G.

(s) **"Grantee**" means the entity as identified in the preamble.

(t) "**Grant Disbursement(s)**" means Grant funds paid to the Grantee by the MSF under this Agreement.

(u) "**Grant Disbursement Request**" "or "**Reimbursement Request**" means a written request from the Grantee for a Grant Disbursement in support of the applicable Key Milestone for that particular Sub-Grant Project, in the form and substance set forth in Exhibit E.

(v) "**Grant Manager**" means that individual person designated by the MSF Fund Manager from time-to-time to provide administrative services for the MSF under this Agreement.

(w) "**Indemnified Persons**" has the meaning set forth in Section F.6.

(x) **"Key Milestones**" or "**Milestones**" means those major Project achievements as described in Exhibit C.

(y) "**Key Personnel**" means the Grantee or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of 20% or more.

(z) "**Maximum Grant**" means the lesser of: (i) 50% of the combined Eligible Costs for all Sub-Grant Projects plus the Administrative Amount; or (ii) Six Million Dollars ($6,000,000.00), inclusive of the Administrative Amount.

(aa) "**MEDC**" has the meaning set forth in Recital C.

(bb) "**MSF**" has the meaning set forth in the preamble.

(cc) "**MSF Fund Manager**" means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.

(dd) "**Party**" or "**Parties**" has the meaning set forth in the preamble.

(ee) "**Progress Report**" has the meaning set forth in Section F.1.

(ff) "**Progress Report Penalty**" has the meaning set forth in Section 5.4.

(gg) "**Project**" or "**Sub-Grant Project**" means that individual Sub-Grantee's plan more particularly described in the attached Exhibit B, as provided by Grantee as part of Key Milestone One.

(hh) "**Property**" means the real estate where the Sub-Grant Project is located. The physical address of the Property and the legal description is included in Exhibit B, as provided by Grantee as part of Key Milestone One.

(ii) "**RAP**" has the meaning set forth in Recital E.

(jj) **"Revitalization or Placemaking"** means one of the following purposes, with the specific Sub-Grant Project purpose indicated by Grantee as part of Key Milestone One: the rehabilitation of vacant or underutilized buildings or costs associated with the repurposing of space left vacant as a result of COVID-19; OR the redevelopment or revitalization of historic properties in coordination with the Michigan Certified Local Government program or other historic redevelopment programs; OR the redevelopment of priority sites identified by certified Michigan Redevelopment Ready Communities (RRC); OR the development of permanent place-based infrastructure associated with social-zones, outdoor dining, or other similar place-based public spaces.

(kk) **"SLFRF"** means the Coronavirus State and Local Fiscal Recovery Funds Program promulgated under Section 602(b) of the Social Security Act (42 U.S.C. § 801 et seq.), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

(ll) **"SLFRF Regulations"** means the federal regulations promulgated by the US Treasury Department under the provisions of SLFRF including Treasury Final Rule 31 CFR part 35, as amended.

(mm) "**Sub-Grant(s)**" has the meaning set forth in Section 2.5(b).

(nn) "**Sub-Grant Maximum Grant**" means for each Sub-Grant means the lesser of: (i) 50% of the Eligible Costs for the particular Sub-Grant or the maximum grant amount designated for the particular Sub-Grant as approved by the MEDC pursuant to Section 2.5(b).

(oo) "**Sub-Grantee**" means the individual company associated with a particular Sub-Grant Project that enters into a written Sub-Grant agreement with the Grantee.

(pp) "**Subrecipient**" has the meaning set forth in Exhibit G and includes both the Grantee and Sub-Grantee(s).

(qq) "**State**" means the State of Michigan.

(rr) "**Supporting Documentation**" means such documentation that may be provided to, or requested by, the Grant Manager to support a Reimbursement Request pursuant to the Key Milestones.

(ss) "**Term**" or "**Term of the Grant**" means from the Effective Date and, unless earlier terminated as provided by this Agreement, through October 1, 2028.

EXHIBIT B

DESCRIPTION OF SUB-GRANT PROJECT
(For Key Milestone 1)

This Summary of Project Eligible Costs and Federal Expenditure Category is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Sub-Grant Program Grant Agreement by and between the Michigan Strategic Fund (the "MSF") and the City of Muskegon (the "Grantee"), CASE-367112, dated February 16, 2023 (the "Agreement"). Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Description of Sub-Grant Project Form ("Form") shall have the meanings ascribed to them in the Agreement.

Project		
	Legal Name of Sub-Grantee	
	Total Investment	The Sub-Grantee plans to make a total investment of approximately $_______________ to the Project.
	Property Description	The Property is commonly known as _______________
	Legal Description	The Property is legally described as:
	Site Plan or Construction Drawings	"Construction Drawings" means the graphic representation of the proposed design by ____________________ for the Eligible Costs related to the Property for the Project, dated _________________. OR "Site Plan" means the graphic representation of the proposed design by ________________ for the building improvement Eligible Costs related to the Property for the Project, dated ___________________.
	Lease Information	"Lease" means the lease entered into on or about ____________________ between the Sub-Grantee and _____________________ (owner of property), wherein __________________ (owner of property) has leased the Property to the Sub-Grantee until at least ____________. OR N/A

The undersigned warrants the above information is accurate, true, and correct, and has the authority to sign this Form on behalf of Grantee, and signs this Form as of ____________________ (the "Submission Date").

CITY OF MUSKEGON

____

By:
Its:

EXHIBIT C

KEY MILESTONES

***Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.4 of the Agreement which include the required submission of a Reimbursement Request and any other information as may be required under Section 2.4, the following Grant Disbursements may be requested by the Grantee:**

Key Milestone One:

Grant Disbursement: $0

By no later than March 31, 2023, the Grantee shall have submitted all then required Progress Reports and federal reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, all of the following information for each Sub-Grant Project. For the avoidance of doubt, Grantee must submit the following forms separately for each Sub-Grant Project:

1. The Description of the Sub-Grant Project in the form and substance set forth in Exhibit B, signed by Grantee; and

2. The Summary of Project Eligible Costs and Federal Expenditure Category in the form and substance set forth in Exhibit D, signed by the Grantee.

Key Milestone Two:

Grant Disbursement: Single Reimbursement Requests up to fifty percent (50%) of the Eligible Costs associated with the applicable Sub-Grant Project; Reimbursement Requests cumulatively up to $3,000,000.00 of the Maximum Grant.

By no later than July 31, 2024, the Grantee shall have submitted all then required Progress Reports and federal reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit E-1, signed by Grantee;

2. A copy of the guaranteed maximum price contract associated with the Sub-Grant Project. Notwithstanding anything to the contrary, should the due date of this Key Milestone Two be later than July 31, 2024, Grantee shall provide such copy by July 31, 2024;

3. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Sub-Grantee actually expended the Eligible Costs on the Project from and after March 3, 2021; and

4. Confirmation of the Grantee's and Sub-Grantee's SAM.gov registrations and UEIs.

Key Milestone Three:

Grant Disbursement: Single Reimbursement Requests for Eligible Costs associated with the applicable Sub-Grant Project for which Grant Disbursement have not previously been made; provided, however when taken together with any prior Grant Disbursements, cannot (i) regarding that particular Sub-Grant Project exceed the Sub-Grant Maximum Grant; and (ii) irrespective of the Sub-Grant Project, exceed the Maximum Grant.

By no later than August 30, 2025, the Grantee shall have submitted all then required Progress Reports, and federal reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, a Milestone Report, along with all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit E-1, signed by Grantee; and

2. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Sub-Grantee actually expended the Eligible Costs on the Project from and after March 3, 2021.

Key Milestone Four: Completion of the Project

Grant Disbursement: $0

By no later than June 30, 2026, the Grantee shall have submitted all then required Progress Reports and federal reports, shall have actually expended one hundred percent (100%) of the Grant funds disbursed under the Key Milestone Two and Key Milestone Three, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, all of the following information:

1. The Final Completion Form in the form and substance set forth in Exhibit E-2, signed by Grantee;

2. A true and correct copy of an unconditional certificate(s) of occupancy for all residential units of the Sub-Grant Project from the appropriate governmental authority empowered to exercise jurisdiction over the Sub-Grant Project, or if such jurisdiction does not issue a certificate(s) of occupancy or an equivalent thereto, evidence satisfactory to the Grant Manager that the Sub-Grant Project has passed all inspections and received all approvals which are conditions precedent to the use and occupancy of the Sub-Grant Project, and temporary certificate(s) of occupancy, conditional certificate(s) of occupancy, or the jurisdictional equivalents thereto, in lieu of unconditional certificate(s) of occupancy for all remaining units (retail and commercial, as applicable) with the only work remaining to be performed being tenant improvements to be performed by or on behalf of the tenants; and

3. A final report from Grantee showing that one hundred percent (100%) of the Grant funds (less the Administrative Amount) have been disbursed to the Sub-Grantee(s).

EXHIBIT D

SUMMARY OF PROJECT ELIGIBLE COSTS AND FEDERAL EXPENDITURE CATEGORY (For Key Milestone 1)

This Summary of Project Eligible Costs and Federal Expenditure Category is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Sub-Grant Program Grant Agreement by and between the Michigan Strategic Fund (the "MSF") and the City of Muskegon (the "Grantee"), CASE-367112, dated February 16, 2023 (the "Agreement"). Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Summary of Project Eligible Costs and Federal Expenditure Category Form ("Form") shall have the meanings ascribed to them in the Agreement.

Sub-Grantee Legal Name and Federal Unique Entity Identifier Number (UEI)	**Federal Expenditure Category (see Exhibit H: 2.22, 2.31, or 2.35)**	**Revitalization or Placemaking Purpose (see Exhibit A (jj))**	**Total Eligible Costs**

The undersigned warrants the above information is accurate, true, and correct, and has the authority to sign this Form on behalf of Grantee, and signs this Form as of ____________________ (the "Submission Date").

CITY OF MUSKEGON

____
By:
Its:

EXHIBIT E-1

REIMBURSEMENT REQUEST FORM
(For Key Milestone 2 and Key Milestone 3)

This Reimbursement Request is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Sub-Grant Program Grant Agreement by and between the Michigan Strategic Fund (the "MSF") and the City of Muskegon (the "Grantee"), CASE-367112, dated February 16, 2023 (the "Agreement"). Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Reimbursement Request Form ("Form") shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of the City of Muskegon (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the Agreement.

2. Grantee is submitting this Reimbursement Request Form on behalf of the Sub-Grant Project related to ____________________(insert legal name of applicable Sub-Grantee).

3. No Default or Event of Default under the Agreement exists.

4. The representations and covenants of Grantee contained in Article III of the Agreement remain true.

5. As permitted by Key Milestone ________ Grantee requests a Grant Disbursement in the total amount of ______________________________to be re-distributed to the Sub-Grantee.

6. Attached to this Form is Supporting Documentation required for Key Milestone ______ which is the subject of this Reimbursement Request and Form.

7. Each of the Eligible Expenses listed below were incurred and paid on or before the Submission Date and have not previously been included in a prior Reimbursement Request.

Eligible Expenses for Eligible Activity Categories	Amount Spent
Acquisition fees or costs for real property	
Fees or costs for alteration, new construction, improvement, demolition, or rehabilitation of buildings, including utility tap fees, and fees and costs paid to a governmental entity for permits, zoning and inspections, for the Project	
Costs associated with site improvements such as access (including ADA improvements) and streetscaping elements such as lighting, fencing, street furniture, etc.;	

Any fees or costs for site improvements to the Property, including a surface parking lot, parking garage, parking ramp, utilities, and public infrastructure such as roads, curbs, gutters, sidewalks, landscaping, lighting, grading, and land balancing;	
Any fees or cost for the addition of machinery, equipment, or fixtures to the Property;	
Professional fees or costs for the Project for architectural services, engineering services, Phase I environmental site assessment, Phase II environmental site assessment, Baseline Environmental Assessment, or surveying, insurance, accounting and legal;	
Developer fees not to exceed 4% of total project costs.	
TOTAL AMOUNT REQUESTED	

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of ______________________ (the "Submission Date").

CITY OF MUSKEGON

____
By:
Its:

EXHIBIT E-2

FINAL COMPLETION FORM
(For Key Milestone 4)

This Final Completion Form is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Sub-Grant Program Grant Agreement by and between the Michigan Strategic Fund (the "MSF") and the City of Muskegon (the "Grantee"), CASE-367112, dated February 16, 2023 (the "Agreement"). Capitalized terms used and not otherwise defined in this Final Completion Form ("Form") shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of the City of Muskegon (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the Agreement.

2. Grantee is submitting this Form on behalf of the Sub-Grant Project related to ______________________________(insert legal name of applicable Sub-Grantee).

3. No Default or Event of Default under the Agreement exists.

4. The representations and covenants of Grantee contained in Article III of the Agreement remain true.

5. Attached to this Form is Supporting Documentation required for Key Milestone Four which is the subject of this Form.

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of ______________________ (the "Submission Date").

CITY OF MUSKEGON

____

By:
Its:

EXHIBIT F

STATE REQUIRED TERMS

Section F.1 Progress Reports. Beginning October 10, 2023, and continuing no later than October 10th of each calendar year during the Term, the Grantee shall submit to the Grant Manager an annual Progress Report relative to the Project. The Progress Report shall be an all-encompassing report of the preceding twelve (12) months ending September 30, and submission of all data required for the MSF to comply with its annual reporting requirements to the Michigan legislature under the Act (see MCL 125.2009); including reporting for the previous twelve (12) months ending September 30:

(a) the amount of financial support other than State resources;

(b) the projected number of both new and retained jobs and the projected average annual salary for both the new and retained jobs for each Sub-Grant Project;

(c) the actual number of both new and retained jobs and the actual average annual salary for both the new and retained jobs for each Sub-Grant Project;

(d) a narrative of Eligible Costs completed during the reporting period;

(e) the actual amount of private investment attracted to the Project;

(f) the total actual amount of square footage revitalized or added by the Project. The square footage must be reported by category, including, but not limited to, commercial, residential, or retail (and if applicable, the actual number of residential units revitalized or added by the Project); and

(g) the total actual number of residential units revitalized or added by the Project.

Section F.2 Confidentiality. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets or liabilities of the Grantee. Under MCL 125.2005(9), the MSF Board has authority, upon the Grantee's request, to acknowledge financial or proprietary Grantee information as confidential. If the MSF acknowledges Grantee information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the RAP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Grantee gives its prior written consent to disclosure. This Section shall survive indefinitely.

Section F.3 __Access to Records and Inspection Rights__. During the Term of the Grant, there will be frequent contact between the Grant Manager, or other MEDC, MSF or representative of the State, and the Grantee. Until the end of the Term of the Grant, to enable the Auditor General, the Department of Technology, Management and Budget (the "DTMB"), the MSF, or the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Disbursements; provided, however, that such audit right shall survive until the later of (i) the end of the Term of the Grant by three (3) years, or (ii) the date provided in Section 5.4. In connection with any such audit, the Grantee shall cooperate with the Chief Compliance Officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or any member, employee or agent of the MSF, the Chief Compliance Officer, the Grant Manager, or any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee related to this Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Grantee reasonably determines is Confidential Information shall be reviewed by the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, and the MEDC at the offices of the Grantee and the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld. The Grantee may redact private or proprietary information contained in any records removed, copied, photographed, or recorded by the Auditor General, the DTMB, the MSF, the MEDC, or the Chief Compliance Officer or their respective representatives. The MEDC and MSF agree to provide the Grantee thirty (30) days written notice in the event either the MEDC or the MSF wishes to access records of the Grantee related to this Agreement.

Section F.4 __Termination of Funding__. In the event that the State Legislature or the State Government fails to provide or terminates the funding necessary for the MSF to fund the Grant, the MSF may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MSF has no further obligation to make Grant Disbursements beyond the date of termination of this Agreement.

Section F.5 __Non-Discrimination and Unfair Labor Practices__. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq*., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

Section F.6 **Indemnification and Hold Harmless**. Except for their respective obligations to process or disburse Grant Disbursements as required in this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Grantee agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents or contractors. This Section shall survive indefinitely.

Section F.7 **Jurisdiction**. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States. This Section shall survive indefinitely.

EXHIBIT G

FEDERAL MASTER ADDENDUM

Applicability of Federal Requirements

The attached Grant Agreement relates to a program and project that is being funded by the United States of America through the State of Michigan under the Coronavirus State and Local Fiscal Recovery Funds Program to respond to and promote an equitable recovery from the COVID-19 pandemic. The Program was promulgated under Section 602(b) of the Social Security Act (42 U.S.C. § 801 et seq.), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (**SLFRF**). SLFRF and the United States Department of the Treasury (**Treasury**) mandate that the following provisions are to be included in the Grant Agreement to ensure that the use of these federal funds complies with SLFRF, Treasury's Final Rule at 31 C.F.R. Part 35 (January 6, 2022), Treasury's Overview of the Final Rule (January 2022), and Treasury Guidance on Recipient Compliance and Reporting Responsibilities Version 3.0 (February 28, 2022).

This Addendum contains many of the State's obligations as a Recipient of SLFRF funds and, therefore, requirements that you, as a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331, must follow. As a condition of your receipt and use of SLFRF funds, you understand and agree to be bound by, to comply with, and to cooperate with the State to enable its compliance with, all applicable local, state, and federal laws and the terms of this Addendum and attached Schedule(s).

A. **Definitions**. Capitalized terms not elsewhere defined in this Addendum shall have the meanings set forth below:

- *Addendum* means this Addendum of additional terms that are part of the Grant Agreement.

- *Award or Federal Award*, capitalized and lower-case, means the SLFRF funds awarded to the State of Michigan by Treasury.

- *Agreement* means the attached Grant Agreement between the Subrecipient and the State of Michigan which is funded by a SLFRF Subaward.

- *Recipient*, capitalized and lower-case, means the State of Michigan, as a recipient of a SLFRF Award from Treasury.

- *State* means the State of Michigan.

- *Subaward* means the State's SLFRF Subaward to you under the terms of the Grant Agreement and this Addendum.

- *Subrecipient* means the organization subject to the attached Grant Agreement and this Addendum and each of the Subrecipient's sub-awardees.

- *You* and *Your* means the Subrecipient subject to the attached Grant Agreement and this Addendum.

B. Terms and Conditions of the Federal Award

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's final rule, and applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible Recipients and Subrecipients are also required to have an active registration with the System for Award Management (**SAM**) (https://www.sam.gov) pursuant to 2 CFR Part 25.

2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents until at least December 31, 2021. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (**GAO**), Treasury's Office of Inspector General (**OIG**), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and Subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on OMB's website: https://www.whitehouse.gov/omb/office-federal-financial-management. Recipients and Subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions. Auditees must follow the Responsibilities listed at 2 CFR 200.508.

4. **Civil Rights Compliance.** Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that Recipients and Subrecipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

5. **Categories of Use**. The four statutory categories for use of FRF funds are included below as outlined in the applicable guidance. The program design has been approved to ensure that the program meets one of the categories below. Exhibit A provides additional details on eligible costs to ensure it aligns with Treasury's guidance:
   a. To respond to the COVID-19 public health emergency or its negative economic impacts
   b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
   c. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
   d. To make necessary investments in water, sewer, or broadband infrastructure..

C. Eligible Uses of the Federal Award and Mandatory Financial and Performance Reporting

Treasury has established the following requirements for all uses of SLFRF funds for the project to which this Grant Agreement pertains.

1. **Eligible Costs Timeframe**. Recipients may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, but only to the extent that the disbursed funds for the obligations incurred by December 31, 2024, are actually spent by December 31, 2026. Costs for projects incurred prior to March 3, 2021, are not eligible, as provided in Treasury's Interim Final Rule.

   Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to Subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, Treasury's final rule provides that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1.

2. **Statutory Eligible Uses.** SLFRF funds must be used on a project or projects that meet one of three statutory categories, including, for purposes of the Agreement, to respond to the COVID-19 public health emergency or its negative economic impacts. Treasury adopted an Interim Final Rule in May 2021 and the Final Rule on January 6, 2022, to

implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.

The eligibility, reporting, and other requirements set forth in this Addendum and attached Schedule(s) are subject to review, revision, and amendment as required by Treasury in any future Congressional or Treasury rule, regulation, guidance, overview, or other initiative affecting these requirements.

3. **Uniform Guidance**. Under Guidance issued by the U.S. Department of the Treasury at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with the Uniform Guidance, funds received under this program shall be included on the Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

4. **Prohibited uses**. Prohibited uses of SLFRF funds include but are not limited to:

   a. A general infrastructure project that does not respond to a negative economic impact of the COVID-19 pandemic.

   b. Deposits into a pension fund.

   c. Non-Federal cost share or match.

   d. To service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund.

   e. A program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19 or that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19

   f. Expenditures that violate the conflict of interest requirements in the OMB's Uniform Guidance including any self-dealing or violation of ethics rules. Recipients must establish policies and procedures to manage potential conflicts of interest.

   g. Expenses that will be or have been reimbursed by another federal program.

   h. Expenses related to research and development (R&D.

5. **Termination/Recovery of Funds**. Treasury requires any funds received under the Grant Agreement, this Addendum, and any attached Schedule(s) that are expended in a manner that fails to comply with SLFRF and all other applicable laws to be returned to the Department of the Treasury. The State reserves the right to monitor the Subrecipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of funds previously provided thereunder.

6. **Protected Personally Identifiable Information and the Privacy Act**. Under the Uniform Guidance (including but not limited to §§200.303, 338) and the Privacy Act of 1974 (5 U.S.C. § 552a), grant Recipients and Subrecipients must take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

7. **Expenditure Category**. Permissible uses of SLFRF funds must fall under at least one of Treasury's "Expenditure Categories." Each project, including the project to which the Grant Agreement pertains, is assigned one Expenditure Category. The attached Schedule(s) contain the reporting requirements specific to the Expenditure Category to your project. The State will provide guidance on and monitor your use of the SLFRF funds through the mandated reporting described at Paragraph 5 below.

8. **Reporting**. Treasury requires you and the State to file reports detailing your use of SLFRF funds. Reports will be filed quarterly and annually through the life of the project and after completion. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 C.F.R. 200.1. Your organization should appropriately maintain accounting records for completing and reporting accurate, compliance financial data, in accordance with appropriate accounting standards and principles.

   Your cooperation is essential to the State's ability to meet its SLFRF reporting requirements to Treasury. Your receipt of the SLFRF funds to which the Grant Agreement pertains is conditioned on your compilation, maintenance, provision, and reporting of detailed accounting records and other necessary information to facilitate the reporting of accurate, compliant data and descriptions in accordance with appropriate accounting standards and principles.

   Treasury requires the State to submit two kinds of reports detailing Subrecipients' use of SLFRF funds: A quarterly **Project and Expenditure Report**; and an annual **Recovery Plan Performance Report**.

   As a Subrecipient of a SLFRF Subaward, you must meet the following reporting requirements under this Subsection and all applicable laws and regulations.

   a. **The Quarterly Project and Expenditure Report** is filed on a quarterly basis and reports on projects funded, expenditures, and contracts and subawards over $50,000. The reporting threshold is based on the total award amount allocated by Treasury under the SLFRF program, not the funds received by the Subrecipient as of the time of reporting. Each Quarterly Project and Expenditure Report will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly Project and Expenditure Reports are not due concurrently with Annual Project and Expenditure Reports discussed below. The following Table summarizes the Project and Expenditure Report timelines for the State. See Section 2.5(a) of the agreement for your deadlines, which may be different than below:

REPORT	YEAR	QUARTER	PERIOD COVERED	DUE DATE
1	2021	2 – 4	MARCH 3 - DECEMBER 31	JANUARY 31, 2022
2	2022	1	JANUARY 1 - MARCH 31	APRIL 30, 2022
3	2022	2	APRIL 1 - JUNE 30	JULY 31, 2022
4	2022	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2022
5	2022	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2023
6	2023	1	JANUARY 1 - MARCH 31	APRIL 30, 2023
7	2023	2	APRIL 1 - JUNE 30	JULY 31, 2023
8	2023	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2023
9	2023	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2024
10	2024	1	JANUARY 1 - MARCH 31	APRIL 30, 2024
11	2024	2	APRIL 1 - JUNE 30	JULY 31, 2024
12	2024	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2024
13	2024	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2025
14	2025	1	JANUARY 1 - MARCH 31	APRIL 30, 2025
15	2025	2	APRIL 1 - JUNE 30	JULY 31, 2025
16	2025	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2025
17	2025	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2026
18	2026	1	JANUARY 1 - MARCH 31	APRIL 30, 2026
19	2026	2	APRIL 1 - JUNE 30	JULY 31, 2026
20	2026	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2026
21	2026	4	OCTOBER 1 - DECEMBER 31	MARCH 31, 2027

The following must be included in each Quarterly Project and Expenditure Report:

i. Projects. Provide information on each SLFRF funded project. “Projects” are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project: name, identification number (created by the State), Expenditure Category, description, and status of completion. The description must be 50-250 words and include sufficient detail to provide understanding of the major activities that will occur. Projects should be defined to include only closely related activities directed toward a common purpose. The State will use the Required Programmatic Data described below and define projects at a sufficient level of granularity to report these metrics for a reasonably specific activity or set of activities in each project.

   Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the State will also be asked to provide additional programmatic data (described further below).

ii. Obligations and Expenditures. Report on the project's obligations and expenditures including:
   - Current period obligation
   - Cumulative obligation
   - Current period expenditure
   - Cumulative expenditure

iii. Project Status. Report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

iv. Program Income. Report the program income earned and expended to cover eligible project costs, if applicable.

v. Subawards. Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments. The State must also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the Recipient or Subrecipient that are greater than $50,000.

In general, the State will be asked to provide the following information for each Grant Agreement, Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to $50,000:

- Subrecipient identifying and demographic information (e.g., UEI number, DUNS number, location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the State)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see expenditure categories in Exhibit H below)

Aggregate reporting is required for all contracts, grants, transfers, loans, direct payments, and payments to individuals that are below $50,000. This information will be accounted for by Expenditure Category at the project level.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, the State must also report the names and total compensation of its five most highly compensated executives and their Subrecipients' executives for the preceding completed fiscal year if: (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF recipients are governmental entities with executive salaries that are already disclosed, so no additional information must be reported.

All Subrecipients must register and maintain an updated profile on SAM.gov. The State is responsible for the Subrecipient's compliance with registering and maintaining an updated profile on SAM.gov.

vi. Civil Rights Compliance. Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

vii. Required Programmatic Data including, where applicable, Use of Evidence for your Expenditure Category as set forth in the attached Schedule(s).

b. **Capital expenditures and reporting**. To be eligible for SLFRF funds, capital expenditures must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. No pre-approval is required for capital expenditures.

The State, and you when requested, must provide a written justification for capital expenditures equal to or greater than $1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

<table>
<tr><th>If a project has total capital expenditures of</th><th>and the use is enumerated by Treasury as eligible, then</th><th>and the use is beyond those enumerated by Treasury as eligible, then</th></tr>
<tr><td>Less than $1 million</td><td>No Written Justification required</td><td>No Written Justification required</td></tr>
<tr><td>Greater than or equal to $1 million, but less than $10 million</td><td>Written Justification required but recipients are not required to submit as part of regular reporting to Treasury</td><td rowspan="2">Written Justification required and recipients must submit as part of regular reporting to Treasury</td></tr>
<tr><td>$10 million or more</td><td>Written Justification required and recipients must submit as part of regular reporting to Treasury</td></tr>
</table>

A Written Justification includes:

- Description of the harm or need to be addressed. Recipients and Subrecipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients and Subrecipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

- Explanation of why a capital expenditure is appropriate. For example, Recipients and Subrecipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

- Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

- Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

- Treasury presumes that certain capital projects are generally **ineligible**, including construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

D. General Provisions Required for all Federal Awards (2 CFR Pt. 200 Appdx. II)

1. Contracts and grant agreements for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non–Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by other Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any

person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Grant Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Contracts, grant agreements, and subgrants of amounts in excess of $150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti–Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

10. Procurement of recovered materials (2 CFR § 200.323). A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216).

    a. Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

        (i) Procure or obtain;

        (ii) Extend or renew a contract to procure or obtain; or

        (iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

            1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

            2. Telecommunications or video surveillance services provided by such entities or using such equipment.

            3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(i) See Public Law 115–232, section 889 for additional information.

(ii) See also § 200.471.

12. Domestic preferences for procurements (§ 200.322).

a. As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[*See Exhibit H for Reporting Requirements Specific to Each of Your Project's Expenditure Category(ies)*]

EXHIBIT H

FEDERAL EXPENDITURE CATEGORY SCHEDULES

Schedule 2.22

U.S. Department of Treasury Reporting Requirements for Expenditure Category 2.22:
Negative Economic Impacts – Assistance to Households
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety

All eligible programs, services, and capital expenditures under Expenditure Category 2 must:

1. Be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency;
2. Describe how the aid given responds to and ameliorates that economic harm; and
3. Be designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and reasonably proportional to the extent and type of harm experienced (scale of response must meet scale of harm).

I. Reporting Requirements for All Expenditure Category 2 Projects

A. In the Quarterly Project and Expenditure Report

1. Negative Economic Impact

- A brief description of the structure and objectives of the assistance program(s), including the negative economic impact experienced;
- A brief description of how the response is related and proportional to a public health or negative economic impact of COVID-19.
- Note: Capital expenditures are not considered "programs" or "services" and are only presumed to be a reasonably proportional response to an identified economic harm if they are enumerated in the Final Rule. The enumerated capital expenditures relevant to Expenditure Category 2.22 are:
  - Improvements to existing facilities to remediate lead contaminants (e.g. removal of lead paint);
  - Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces;
  - Rehabilitation, renovation, remediation, cleanup, or conversions of vacant or abandoned properties.

2. Capital Expenditures

- Does this project include a capital expenditure?

- Total expected capital expenditure, including pre-development costs, if applicable.

- Type of capital expenditure, based on enumerated uses including the following:

  - Installation and improvement of ventilation systems in congregate settings;

  - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces);

  - Rehabilitation, renovation, remediation, cleanup, or conversion of vacant or abandoned properties.

- For investments in projects with total expected capital expenditures for an enumerated eligible use of $10 million or more and projects with total expected capital expenditures for an "Other" use of $1 million or more, a written justification for the expenditure(s) is required.

- For projects with total expected capital expenditures of over $10 million, certain labor reporting must be provided:

  - A certification that all laborers and mechanics employed by contractors and subcontractors for the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

    - The number of employees of contractors and sub-contractors working on the project;

    - The number of employees on the project hired directly and hired through a third party;

    - The wages and benefits of workers on the project by classification; and
    - Whether those wages are at rates less than those prevailing.

    - Recipients must maintain sufficient records to substantiate this information upon request.

  - A certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;

- How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

- How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);

- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and

- Whether the project has completed a project labor agreement.

- Whether the project prioritizes local hires.

- Whether the project has a Community Benefit Agreement, with a description of any such agreement.

B. In the Annual Recovery Plan Performance Report

1. Uses of Funds

As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.

2. Promoting Equitable Outcomes

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. While this is not mandatory, the State is required to describe how, if at all, the SLFRF funds allocated to you:

a. Prioritize economic and racial equity as a goal;

b. Name specific targets intended to produce meaningful equity results at scale; and

c. Articulate the strategies to achieve those targets.

In the Annual Report on your project, the State must also explain how its overall equity strategy translates into the specific services or programs offered in Expenditure Category 2 – assistance to households, small businesses, and non-profits – to address impacts of the pandemic which have been most severe among low-income populations, including but not limited to:

d. Assistance with food, housing, and other needs;

e. Employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and

f. Other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.

Each Annual Report must describe efforts to date, intended outcomes to promote equity, and an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. It should also describe any constraints or challenges that affected project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

II. Reporting Requirements Unique to Projects in Expenditure Category 2.22

A. In the Quarterly Project and Expenditure Report

1. Project Demographic Distribution

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? (Please select the population primarily served);

b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Select from the following options:

Expenditure Categories	Impacted	Disproportionately Impacted

Assistance to Households (Includes Expenditure Category 2.22)	• Low- or moderate-income households or populations[1] • Households that experienced unemployment • Households that experienced increased food or housing insecurity • Households that qualify for certain federal programs[2] • For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time • Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify)	• Low-income households and populations[3] • Households and populations residing in Qualified Census Tracts • Households that qualify for certain federal programs[4] • Households receiving services provided by Tribal governments • Households residing in the U.S. territories or receiving services from these governments • For services to address educational disparities, Title I eligible schools[5] • Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)

Schedule 2.31

U.S. Department of Treasury Reporting Requirements for Expenditure Category 2.31: *Negative Economic Impacts – Assistance to Small Businesses: Rehabilitation to Commercial Properties or Other Improvements*

All eligible programs, services, and capital expenditures under Expenditure Category 2 must:

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[1] Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median area median income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

[2] For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

[3] Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

[4] For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

[5] For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

1. Be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency;

2. Describe how the aid given responds to and ameliorates that economic harm; and

3. Be designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and reasonably proportional to the extent and type of harm experienced (scale of response must meet scale of harm).

III. Reporting Requirements for All Expenditure Category 2 Projects

A. In the Quarterly Project and Expenditure Report

1. Negative Economic Impact

- A brief description of the structure and objectives of the assistance program(s), including the negative economic impact experienced;

- A brief description of how the response is related and proportional to a public health or negative economic impact of COVID-19.

- Note: Capital expenditures are not considered "programs" or "services" and are only presumed to be a reasonably proportional response to an identified economic harm if they are enumerated in the Final Rule. The enumerated capital expenditures relevant to Expenditure Category 2.31 are:

  - Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties;

  - Job and workforce training centers;

  - Improvements to existing facilities to remediate lead contaminants (e.g. removal of lead paint);

  - Mitigation measures in small businesses (e.g. developing outdoor spaces).

2. Capital Expenditures

- Does this project include a capital expenditure?

- Total expected capital expenditure, including pre-development costs, if applicable.

- Type of capital expenditure, based on enumerated uses including the following:

  - Installation and improvement of ventilation systems in congregate settings;

  - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces);

  - Rehabilitation, renovation, remediation, cleanup, or conversion of vacant or abandoned properties.

- For investments in projects with total expected capital expenditures for an enumerated eligible use of $10 million or more and projects with total expected capital expenditures for an "Other" use of $1 million or more, a written justification for the expenditure(s) is required.

- For projects with total expected capital expenditures of over $10 million, certain labor reporting must be provided:

  - A certification that all laborers and mechanics employed by contractors and subcontractors for the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

    - The number of employees of contractors and sub-contractors working on the project;

    - The number of employees on the project hired directly and hired through a third party;

    - The wages and benefits of workers on the project by classification; and

    - Whether those wages are at rates less than those prevailing.

    - Recipients must maintain sufficient records to substantiate this information upon request.

  - A certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

    - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;

    - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

    - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);

- o Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and

- o Whether the project has completed a project labor agreement.

- Whether the project prioritizes local hires.

- Whether the project has a Community Benefit Agreement, with a description of any such agreement.

B. In the Annual Recovery Plan Performance Report

1. Uses of Funds

As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.

2. Promoting Equitable Outcomes

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. While this is not mandatory, the State is required to describe how, if at all, the SLFRF funds allocated to you:

a. Prioritize economic and racial equity as a goal;

b. Name specific targets intended to produce meaningful equity results at scale; and

c. Articulate the strategies to achieve those targets.

In the Annual Report on your project, the State must also explain how its overall equity strategy translates into the specific services or programs offered in Expenditure Category 2 – assistance to households, small businesses, and non-profits – to address impacts of the pandemic which have been most severe among low-income populations, including but not limited to:

d. Assistance with food, housing, and other needs;

e. Employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and

f. Other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.

Each Annual Report must describe efforts to date, intended outcomes to promote equity, and an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. It should also describe any constraints or challenges that affected project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

3. Mandatory Performance Indicators and Programmatic Data

- Number of workers enrolled in sectoral job training programs.
- Number of workers completing sectoral job training programs.
- Number of people participating in summer youth employment programs.

Each Annual Report should include updated data in these fields for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury encourages the presentation of data disaggregated by race, ethnicity, gender, income, and other relevant factors.

IV. Reporting Requirements Unique to Projects in Expenditure Category 2.31

A. In the Quarterly Project and Expenditure Report

1. Project Demographic Distribution

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? (Please select the population primarily served);

b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Select from the following options:

Expenditure Categories	Impacted	Disproportionately Impacted
Assistance to Small Businesses	• Small businesses that experienced a negative economic impact of the pandemic	• Small businesses operating in Qualified Census Tracts

(Includes Expenditure Category 2.31)	• Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)	• Small businesses operated by Tribal governments or on Tribal lands • Small businesses operating in the U.S. territories • Other small businesses disproportionately impacted by the pandemic (please specify)

2. **Small Business Economic Assistance**

Number of small businesses served (by program if the State establishes multiple separate small business assistance programs).

Schedule 2.35

U.S. Department of Treasury Reporting Requirements for Expenditure Category 2.35: *Negative Economic Impacts – Aid to Impacted Industries: Tourism, Travel, Hospitality*

All eligible programs, services, and capital expenditures under Expenditure Category 2 must:

1. Be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency;

2. Describe how the aid given responds to and ameliorates that economic harm; and

3. Be designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and reasonably proportional to the extent and type of harm experienced (scale of response must meet scale of harm).

I. Reporting Requirements for All Expenditure Category 2 Projects

A. In the Quarterly Project and Expenditure Report

1. Negative Economic Impact

- A brief description of the structure and objectives of the assistance program(s), including the negative economic impact experienced;

- A brief description of how the response is related and proportional to a public health or negative economic impact of COVID-19. Because Aid to Tourism, Travel, and Hospitality is a specifically enumerated Expenditure Category, substantive documentation that the response is related and reasonably proportional is not required in the Quarterly Project and Expenditure Report. Note: Capital expenditures are not considered "programs" or "services" and are only presumed to be a reasonably proportional response to an identified economic harm if they are enumerated in the Final Rule. The enumerated capital expenditures relevant to Expenditure Category 2.35 are:

- Capital expenditures that assist disproportionately impacted small businesses, including rehabilitation of commercial properties; storefront and facade improvements; and

- Assistance to tourism, travel, hospitality, and other impacted industries for capital expenditures including support for operations and maintenance of existing equipment and facilities and technical assistance.

2. Capital Expenditures

- Does this project include a capital expenditure?

- Total expected capital expenditure, including pre-development costs, if applicable.

- Type of capital expenditure, based on enumerated uses including the following:

  - Installation and improvement of ventilation systems in congregate settings

  - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)

  - Rehabilitation, renovation, remediation, cleanup, or conversion of vacant or abandoned properties

- For investments in projects with total expected capital expenditures for an enumerated eligible use of $10 million or more, as well as projects with total expected capital expenditures for an "Other" use of $1 million or more, a written justification for the expenditure(s) is required.

- For projects with total expected capital expenditures of over $10 million, certain labor reporting must be provided:

  - A certification that all laborers and mechanics employed by contractors and subcontractors for the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

    - The number of employees of contractors and sub-contractors working on the project;

    - The number of employees on the project hired directly and hired through a third party;

    - The wages and benefits of workers on the project by classification; and

- Whether those wages are at rates less than those prevailing.
- Recipients must maintain sufficient records to substantiate this information upon request.

- A certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
  - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
  - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
  - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
  - Whether the project has completed a project labor agreement.
- Whether the project prioritizes local hires.
- Whether the project has a Community Benefit Agreement, with a description of any such agreement.

B. In the Annual Recovery Plan Performance Report

1. Uses of Funds

As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.

2. Promoting Equitable Outcomes

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. While this is not mandatory, the State is required to describe how, if at all, the SLFRF funds allocated to you:

a. Prioritize economic and racial equity as a goal;

b. Name specific targets intended to produce meaningful equity results at scale; and

c. Articulate the strategies to achieve those targets.

In the Annual Report on your project, the State must also explain how its overall equity strategy translates into the specific services or programs offered in Expenditure Category 2 – assistance to households, small businesses, and non-profits – to address impacts of the pandemic which have been most severe among low-income populations, including but not limited to:

d. Assistance with food, housing, and other needs;

e. Employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and

f. Other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.

Each annual report must describe efforts to date, intended outcomes to promote equity, and an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. It should also describe any constraints or challenges that affected project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

3. Mandatory Performance Indicators and Programmatic Data

- Number of workers enrolled in sectoral job training programs.
- Number of workers completing sectoral job training programs.
- Number of people participating in summer youth employment programs.

Each Annual Report should include updated data in these fields for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury encourages the presentation of data disaggregated by race, ethnicity, gender, income, and other relevant factors.

II. Reporting Requirements Unique to Projects in Expenditure Category 2.35

A. In the Quarterly Project and Expenditure Report

1. **Project Demographic Distribution**

   Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

   a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? (Please select the population primarily served);

   b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

   Select from the following options:

Expenditure Categories	**Impacted**	**Disproportionately Impacted**
Aid to Impacted Industries (Includes EC 2.35)	• Travel, tourism, or hospitality sectors • Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)	N/A

2. **For Each Subaward (where applicable):**

   Sector of employer (additional detail, including list of sectors, to be provided in a U.S. Dept. of Treasury users' guide posted to www.treasury.gov/SLFRP); and
   Purpose of funds (e.g., payroll support, safety measure implementation).

City of Muskegon

RESOLUTION OF SUPPORT to

ACCEPT & DISTRIBUTE 2022 MEDC RAP 1.0 STATE GRANT FUNDS

WHEREAS, City of Muskegon applied for and received a 2022 MEDC RAP 1.0 State Grant in the amount of $6,000,000 on September 7, 2022 to support two real estate rehabilitation projects, 880 First St LLC and Great Lakes Development Investments, Inc and,

WHEREAS, the purpose of the MEDC Revitalization and Placemaking Program (RAP) is promoting health and safety and addressing impacts of impacted business by investing in capital expenditure projects that result in neighborhood features, such as occupied buildings and active public spaces that promote health and safety through revitalization and repurposing of vacant, underutilized, blighted, or historic buildings and investment in place-based infrastructure and,

WHEREAS, City of Muskegon will enter into Subgrant Agreements to distribute $3,000,000 to 880 First St, LLC and $3,000,000 to Great Lakes Development Investments, Inc. and,

WHEREAS, the two real estate rehabilitation projects are key to meeting the ongoing housing needs of our community and,

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes the acceptance and distribution of 2022 MEDC RAP 1.0 State Grant funds, and further resolves to make available $3,000,000 to 880 First St, LLC and $3,000,000 to Great Lakes Development Investments, Inc for project costs, during the 2022-2023 fiscal year.

Ayes:

Nayes:

Absent:

Motion Approved.

I HEREBY CERTIFY, that the foregoing is a Resolution duly make and passed by Twenty-Seventh Day of June at their regular meeting held on Tuesday, June 27th, 2023, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present

_________________________________ Dated: _________________________

Ann Marie Meisch, City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 6-27-23	Title: MEDC RAP 2.0 Grant
Submitted By: Jake Eckholm	Department: Dev Services

Brief Summary: Staff is requesting approval of the attached resolution for inclusion with our MEDC Revitalization and Placemaking (RAP) 2.0 grant application due June 30th, 2023 and commit to funding a local match obligation of $250,000 for Hackley Park electrical upgrade project costs in future fiscal years, if the project is selected.

Detailed Summary & Background:

In September 2022, the city was awarded $6M in grant funding as part of "Round 1" of the MEDC RAP 1.0 program. MEDC is continuing the program into 2023 as RAP 2.0. The program would provide access to grant funds for gap financing of place-based infrastructure development, real estate rehabilitation and development, and public space improvements.
https://www.michiganbusiness.org/rap/2/

This tool provides access to real estate and place-based infrastructure development gap financing in the form of grants of up to $5M per project for real estate rehabilitation and development, grants of up to $1M for public space place-based infrastructure per project, and grants of up to $20M to local or regional partners who develop a subgrant program.

The city's grant application seeks $3.25M to fund the following projects:

$1M in place-based infrastructure/public space funding to support the redevelopment and revitalization of the historic Hackley Square at 349 W. Webster Ave as well as Hackley Park. At this time, commitment of the $250,000 local match is an unbudgeted cost and would be accounted for in a future reforecast. A review of savings within the Public Works budget will serve to identify the funds.

$2M for the rehabilitation of the vacant Catholic Charities of West Michigan building at 1095 Third St. The City Commission approved a purchase agreement for the building and surrounding parking. As of March 2023, the city is under contract with a new developer, West Urban Properties, to construct a new mixed-use development.

Goal/Focus Area/Action Item Addressed: Goal 1: Destination Community & Quality of Life > Action Item 2022-1.4 Proceed with events and activities; Goal 2: Econ Dev, Housing, and Business > Increasing variety of housing types

Amount Requested: $3,250,000	Amount Budgeted: $0
Fund(s) or Account(s): 101-901-801-923XXX	Fund(s) or Account(s): 101-901-801-923XXX

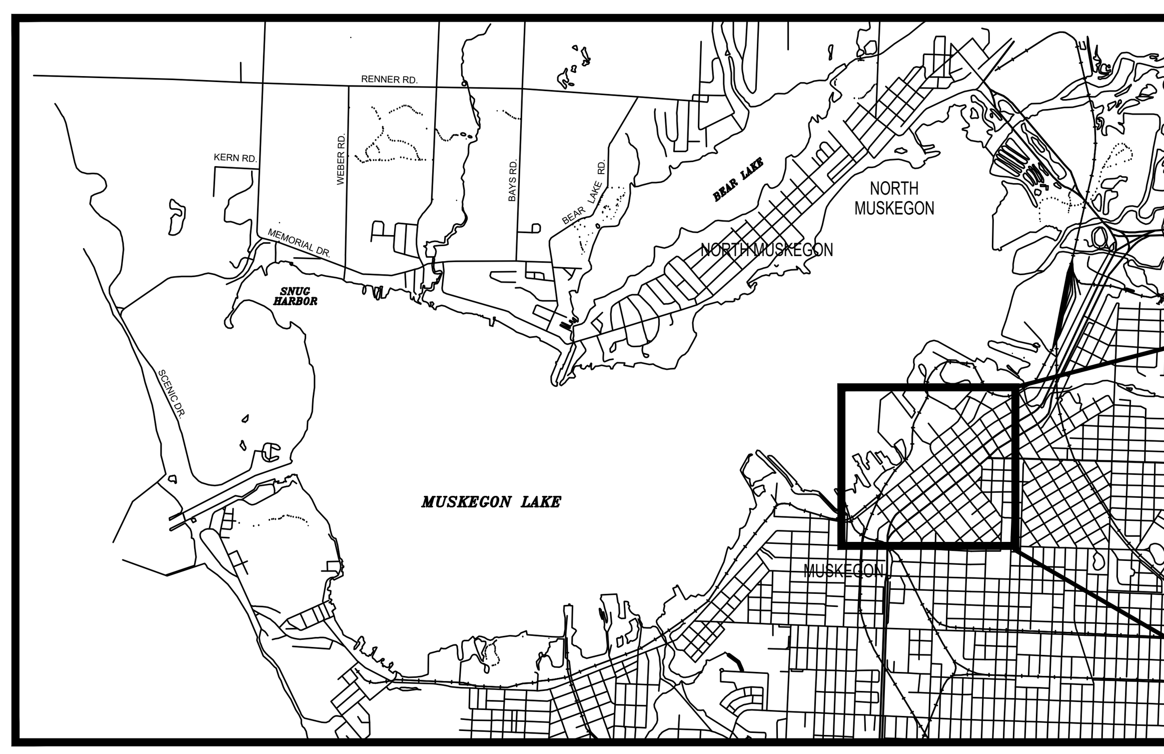
Recommended Motion: I move to approve the resolution and authorize the Clerk to sign and commit to funding a local match obligation for Hackley Park electrical upgrade project costs in future fiscal years if the project is selected.

<table>
<tr><td colspan="4">Approvals: Get approval from division head at a minimum prior to sending to the Clerk.</td><td colspan="2">Guest(s) Invited / Presenting</td></tr>
<tr><td>Immediate Division Head</td><td>■</td><td>Information Technology</td><td>☐</td><td>Yes</td><td>☐</td></tr>
<tr><td>Other Division Heads</td><td>■</td><td>Communication</td><td>☐</td><td>No</td><td>■</td></tr>
<tr><td>Legal Review</td><td>■</td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="6">For City Clerk Use Only:
Commission Action:</td></tr>
</table>

CITY OF MUSKEGON
DEPARTMENT OF PUBLIC WORKS
MUSKEGON, MICHIGAN

HACKLEY PARK
LIGHTING & ELECTRICAL SYSTEM UPGRADE

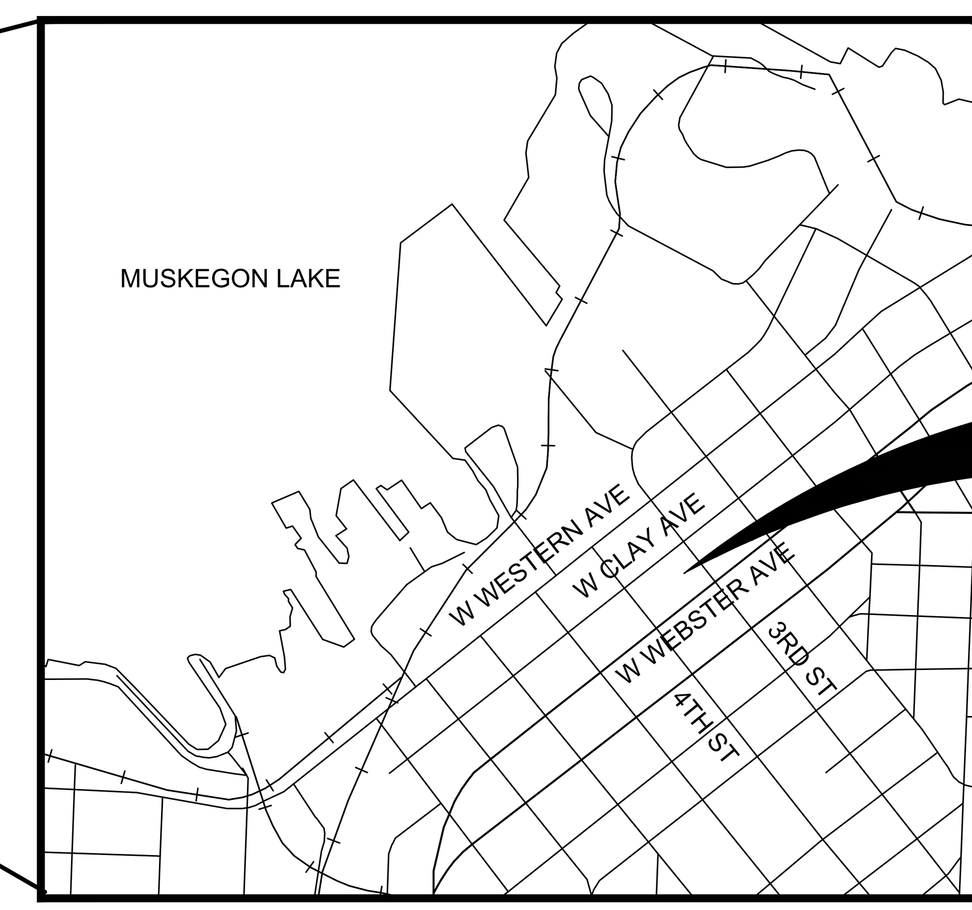
SHEET INDEX



LOCATION MAP

MUSKEGON COUNTY - MUSKEGON MICHIGAN

NORTH



PROJECT LOCATION

350 W. WEBSTER AVE., MUSKEGON, MI 49440

DATE:	ISSUED FOR:
1-20-2022	100% OWNER REVIEW

HACKLEY PARK
LIGHTING & ELECTRICAL SYSTEM UPGRADE
MUSKEGON, MICHIGAN

Geotech, Inc. Engineered Systems
4900 Cascade Road, S.E., Grand Rapids, Michigan 49546
616.949.3340
www.geotech-inc.com

GEOTECH
PROFESSIONAL PERSON IN RESPONSIBLE CHARGE OF THE PROJECT
SHEETS: 1- 10
NAME OF LICENSEE: GHASSAN G. GHAREEB
NUMBER: 6201045744

PROJECT #: 689-001

SHEET TITLE: ELECTRICAL COVER SHEET

SHEET #: E0

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

DATE:	ISSUED FOR:
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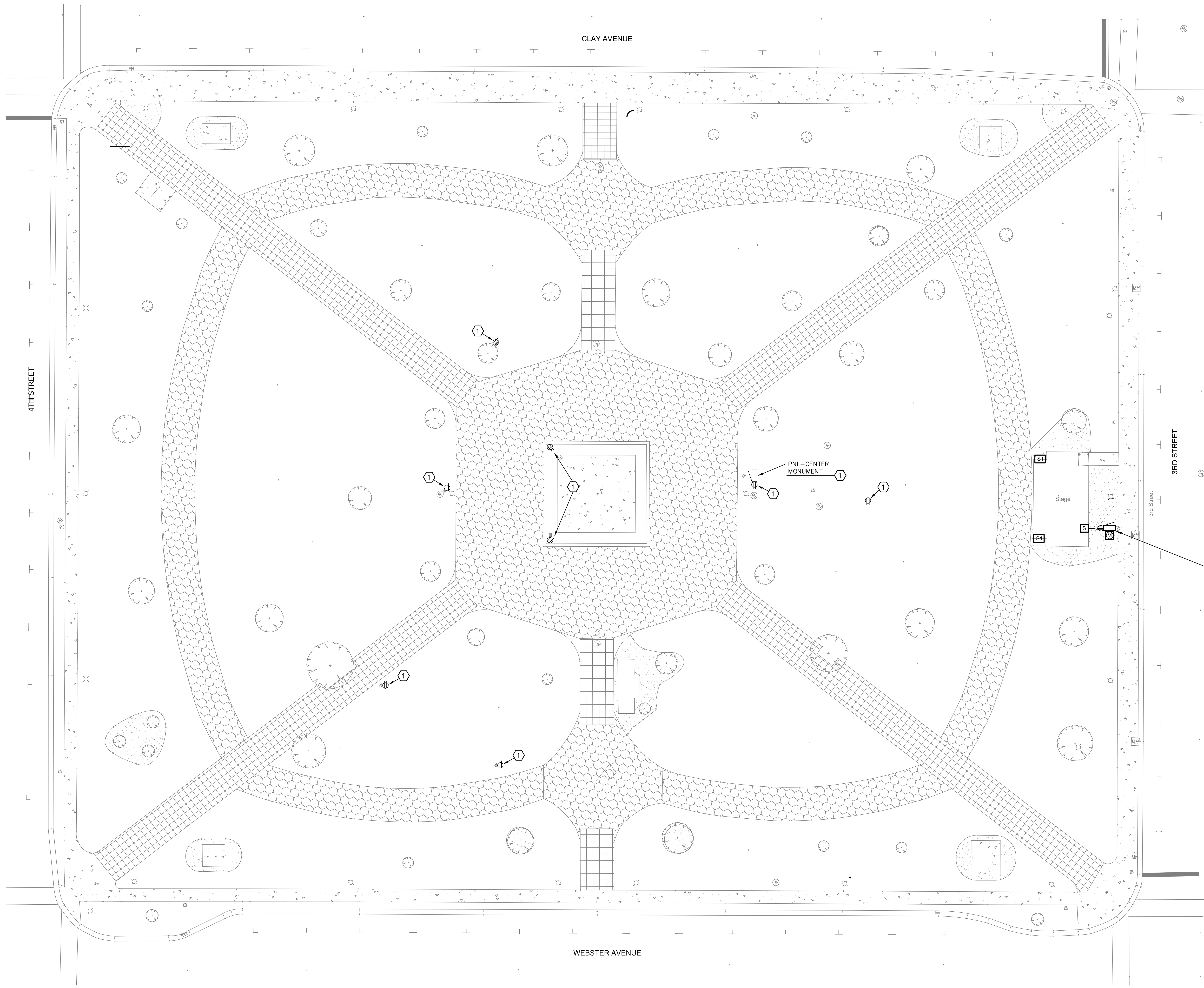


1 ELECTRICAL DEMOLITION PLAN

SCALE: 1"=20'-0"

GENERAL DEMOLITION NOTES:

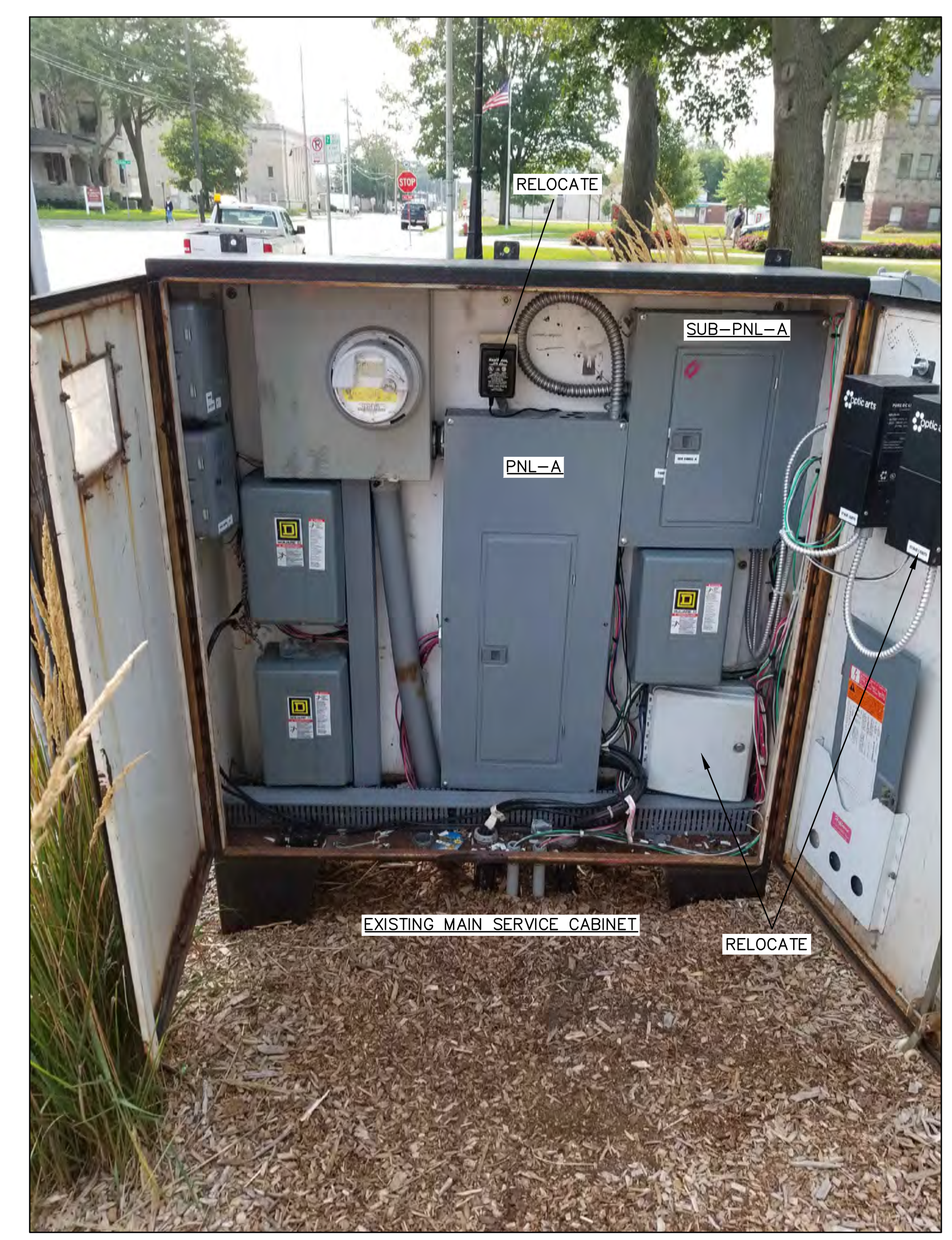
1. CONSTRUCTION ACTIVITIES SHALL BE MADE WITHOUT REMOVAL OR DISTURBANCE OF HARD SURFACES.
2. LOCATE EXISTING UNDERGROUND UTILITIES BEFORE DIGGING.
3. EXISTING LIGHTING WITH ASSOCIATED ELECTRICAL SHALL REMAIN AND SHALL BE RECONNECTED TO THE NEW ELECTRICAL DISTRIBUTION SYSTEM.
4. COORDINATE WITH CONSUMERS ENERGY TO REMOVE THE EXISTING POWER METER/SERVICE AND UPGRADE THE NEW ELECTRICAL SYSTEM.

KEYED ELECTRICAL DEMOLITION NOTES:

1. REMOVE WITH ASSOCIATED ELECTRICAL BACK TO SOURCE. RESTORE DISTURBED GROUND AREA TO MATCH EXISTING CONDITIONS.
2. REFER TO DETAIL #2 ON THIS SHEET – PHOTO OF EXISTING MAIN SERVICE CABINET – FOR ITEMS TO BE RELOCATED WHICH INCLUDE: "THE OPTIC ARTS" STAGE LIGHT DRIVERS, THE IRRIGATION CONTROLLER AND IT'S POWER SUPPLY. ASSOCIATED WIRING SHALL REMAIN AND BE EXTENDED TO THE NEW ELECTRICAL SERVICE PANEL.
3. THE FOLLOWING CIRCUITS/WIRING OF PNL–A AND SUB–PNL–A SHALL REMAIN AND BE RELOCATED TO THE NEW ELECTRICAL SERVICE PANEL:
   A. STAGE PLUGS
   B. STAGE LIGHTS
   C. OPTIC ARTS STAGE LIGHTS
   D. SITE CENTER LIGHTS
   E. SPRINKLER SYSTEM
4. REMOVE EXISTING CONCRETE PAD.

SYMBOL LEGEND

H	HANDHOLE
	LIGHT POLE
P	POWER POLE
	DUPLEX RECEPTACLE(S)
	ELECTRICAL SERVICE CABINET



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HACKLEY PARK
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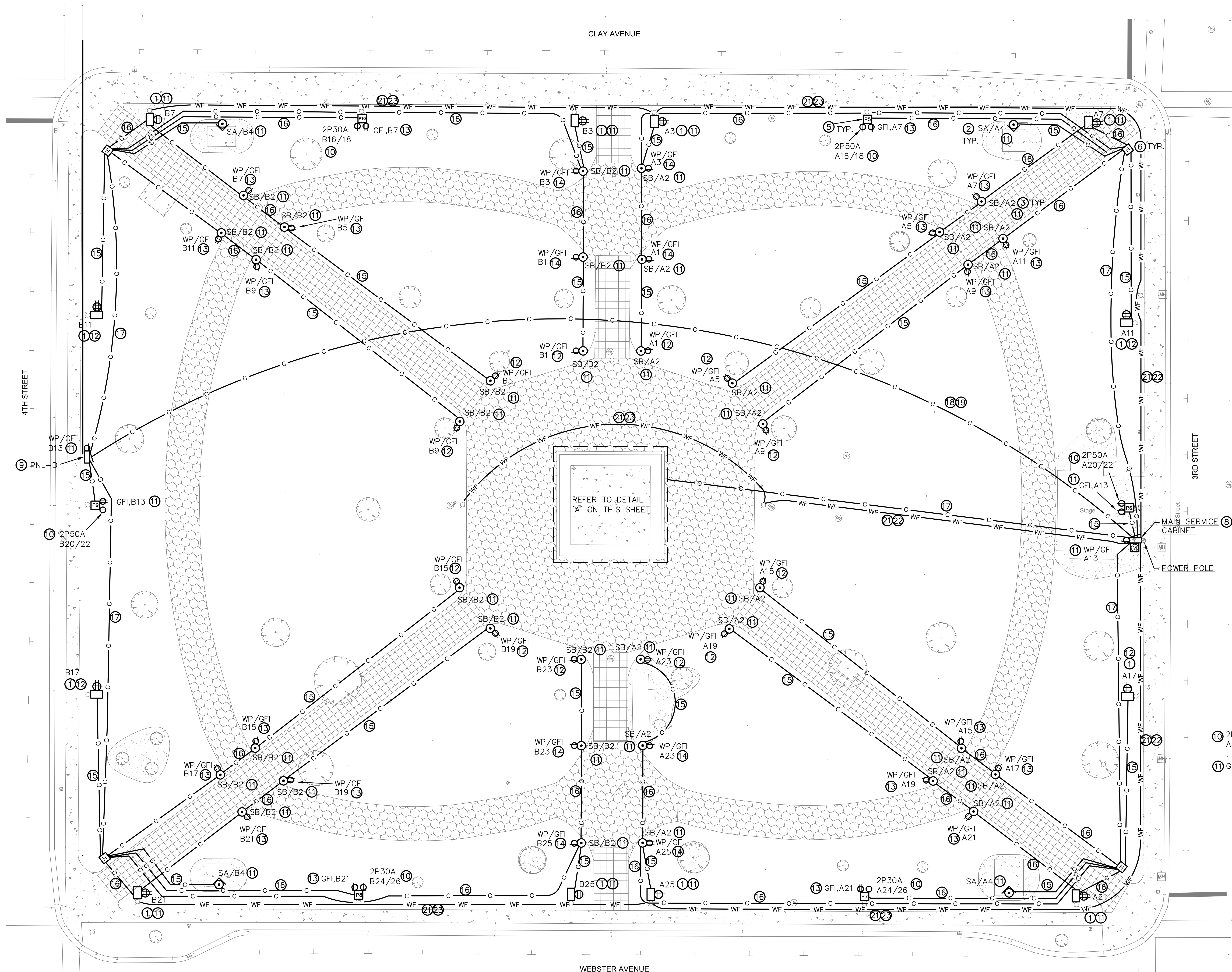
MUSKEGON, MICHIGAN

Geotech, Inc.
Engineered Systems
4900 Cascade Road, S.E., Grand Rapids, Michigan 49546
616.949.3340
www.geotech-inc.com

PROJECT #: 689-001

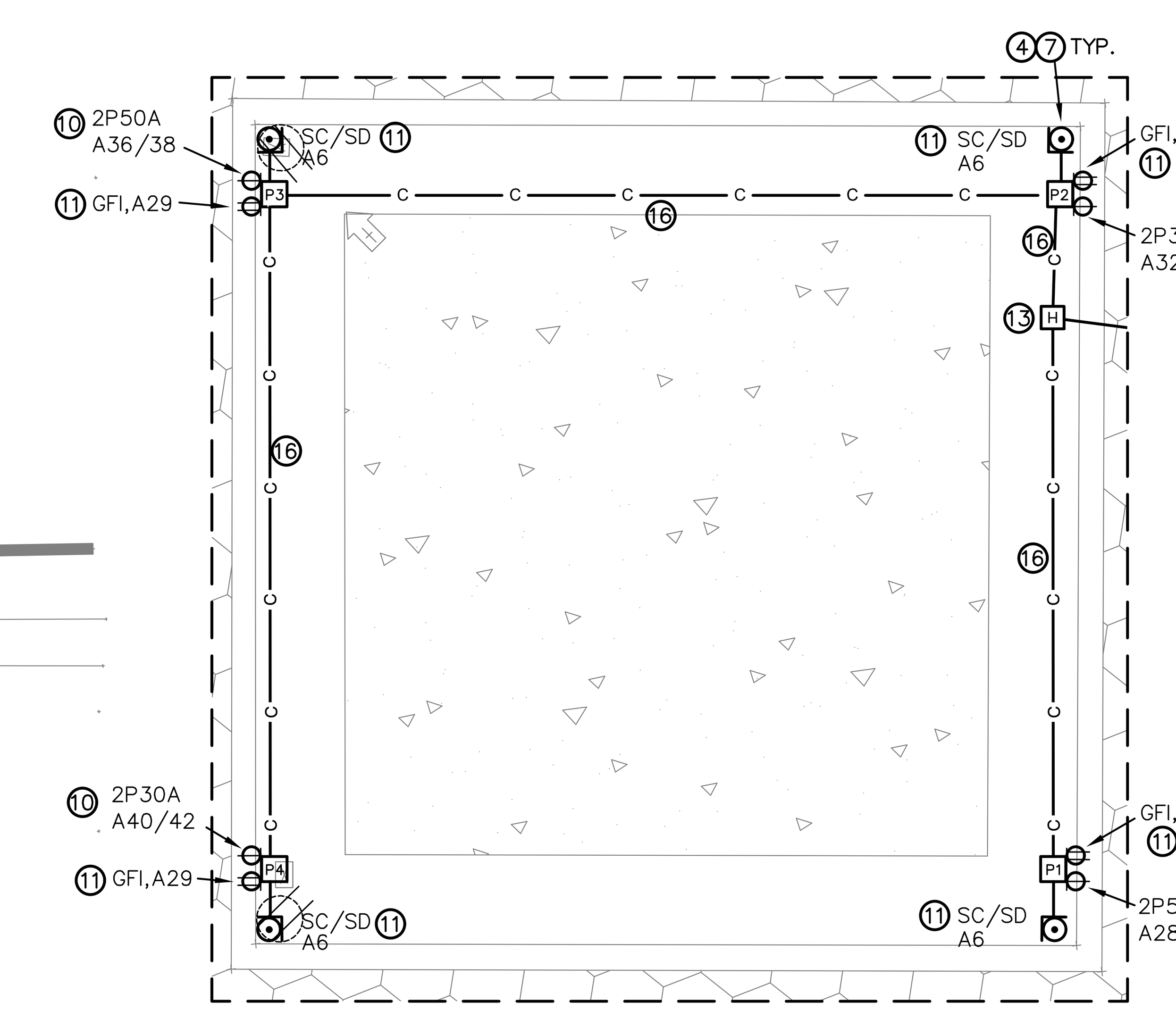
SHEET TITLE:
ELECTRICAL DEMOLITION SITE PLAN

SHEET #:
E1



1 ELECTRICAL SITE PLAN

SCALE: 1"=20'-0"

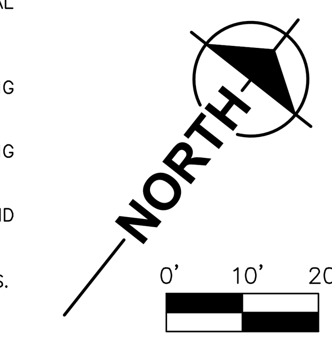


2 DETAIL 'A'

SCALE: 1"=5'-0"

GENERAL CONSTRUCTION NOTES:

1. CONSTRUCTION ACTIVITIES SHALL BE MADE WITHOUT REMOVAL OR DISTURBANCE OF HARD SURFACES.
2. LOCATE EXISTING UNDERGROUND UTILITIES BEFORE DIGGING AND AVOID DAMAGING THEM DURING CONSTRUCTION.
3. INSTALL UNDERGROUND CONDUITS BY DIRECTIONAL BORING AND PATCH DISTURBED AREAS TO MATCH EXISTING.
4. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 AND BURIED AT 24" BELOW FINISHED GRADE.
5. INSTALL ALL EQUIPMENT PER MANUFACTURERS INSTRUCTIONS.



KEYED CONSTRUCTION NOTES:

1. OUTDOOR GROUND BOX WITH QUADPLEX RECEPTACLE SHALL BE PROTECTED BY THE GFI DUPLEX RECEPTACLE OF THE SAME CIRCUIT LOCATED IN THE BOLLARD TYPE – SB. LEGRAND XB814C520BK/XB814CL615BK/LOCK NUT TOOL #KBLNT.
2. INSTALL FLUSH WITH THE FINISHED GRADE AND THE EDGE OF LIGHT FIXTURE AT 24" FROM THE BASE OF THE STATUE.
3. REFER TO LIGHT BOLLARD BASE DETAIL #1 ON SHEET E3.
4. REFER TO RAISED STANCHION MOUNTED FIXTURE DETAIL #2 ON SHEET E3.
5. OUTDOOR POWER PEDESTAL WITH (1) 1P20A GFI DUPLEX RECEPTACLE AND (1) 2P30A OR 2P50A TWIST LOCK RECEPTACLE AND WITH WEATHERPROOF HINGED AND LOCKABLE COVER. TYPES OF 2P30A AND 2P50A RECEPTACLES SHALL BE COORDINATED WITH THE OWNER. LEGRAND/WIREMOLD #XPP2GC30C–BK/XPP2GPL–BK/XPPC–BK/BASE.
6. HANDHOLE. REFER TO DETAIL #3 ON SHEET E3.
7. AIM THE LIGHT FIXTURE IN COORDINATION WITH THE ENGINEER TO PROVIDE OPTIMUM LIGHT DISTRIBUTION.
8. REFER TO DETAIL #1 ON SHEET E4.
9. REFER TO DETAIL #2 ON SHEET E4.
10. REFER TO ELECTRICAL ONE–LINE DIAGRAM ON SHEET E4 FOR PEDESTAL CONDUCTOR SIZES.
11. #10 CONDUCTORS
12. #8 CONDUCTORS
13. #6 CONDUCTORS
14. #4 CONDUCTORS
15. 1" CONDUIT
16. 2" CONDUIT
17. 3" CONDUIT
18. (2) 4" CONDUITS WITH 1¼" INNERDUCT IN ONE OF THE CONDUITS.
19. PROVIDE COMMUNICATIONS WIRING BETWEEN PNL–A AND PNL–B. INSTALL IN THE INNERDUCT.
20. PROVIDE 1¼" CONDUIT FROM MAIN SERVICE CABINET TO THE POWER POLE FOR USE WITH COMMUNICATIONS WIRING. TERMINATE THE CONDUIT AT 12 FEET ABOVE FINISHED GRADE AND PROVIDE WITH WEATHERHEAD.
21. ¾" CONDUIT FOR USE WITH WIFI CABLING BY COMMUNICATIONS CONTRACTOR.
22. TERMINATE CONDUIT AT BASE OF EXISTING LIGHT POLE AND IN MAIN SERVICE CABINET.
23. TERMINATE CONDUIT AT BASES OF EXISTING LIGHT POLES.

SYMBOL LEGEND

HANDHOLE	OUTDOOR GROUND BOX WITH QUADPLEX RECEPTACLE (20A)
LIGHT POLE	POWER PEDESTAL
POWER POLE	POWER METER
DUPLEX RECEPTACLE	PROPOSED ROUTE FOR ELECTRICAL CONDUIT
ELECTRICAL SERVICE CABINET	PROPOSED WI-FI CONDUIT

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DATE:	ISSUED FOR:
1-20-2022	100% OWNER REVIEW

HACKLEY PARK
LIGHTING & ELECTRICAL SYSTEM UPGRADE
MUSKEGON, MICHIGAN

Geotech, Inc. Engineered Systems
4900 Cascade Road, S.E., Grand Rapids, Michigan 49546
www.geotech-inc.com
616.949.3340

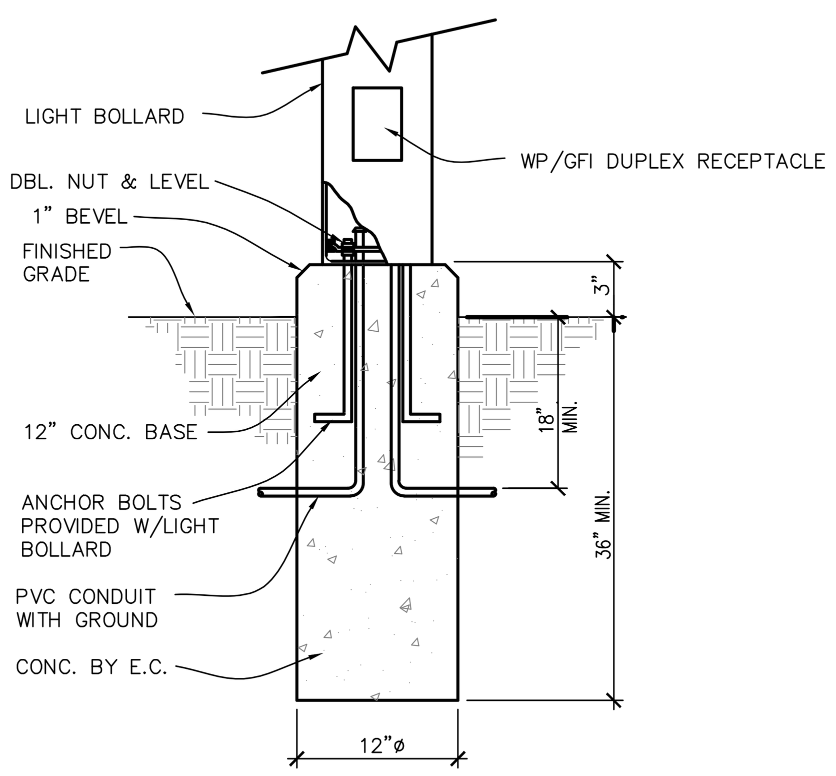
PROJECT #: 689-001

SHEET TITLE: ELECTRICAL SITE PLAN

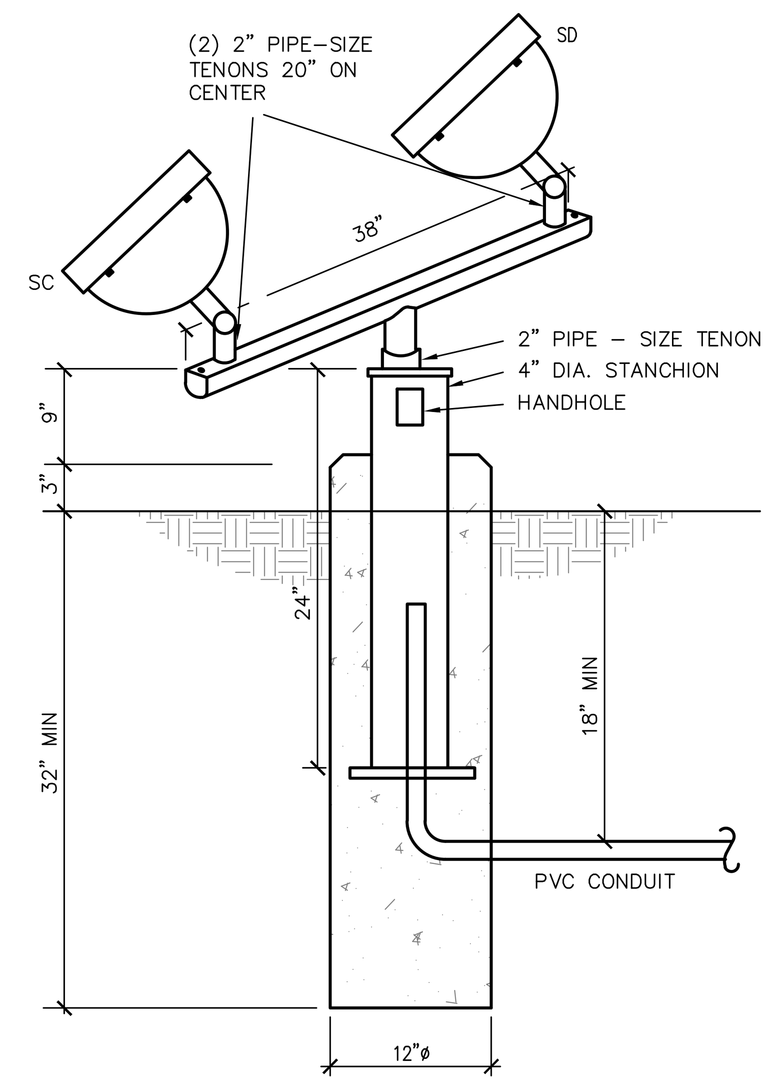
SHEET #: E2

DATE:	ISSUED FOR:
1-20-2022	100% OWNER REVIEW

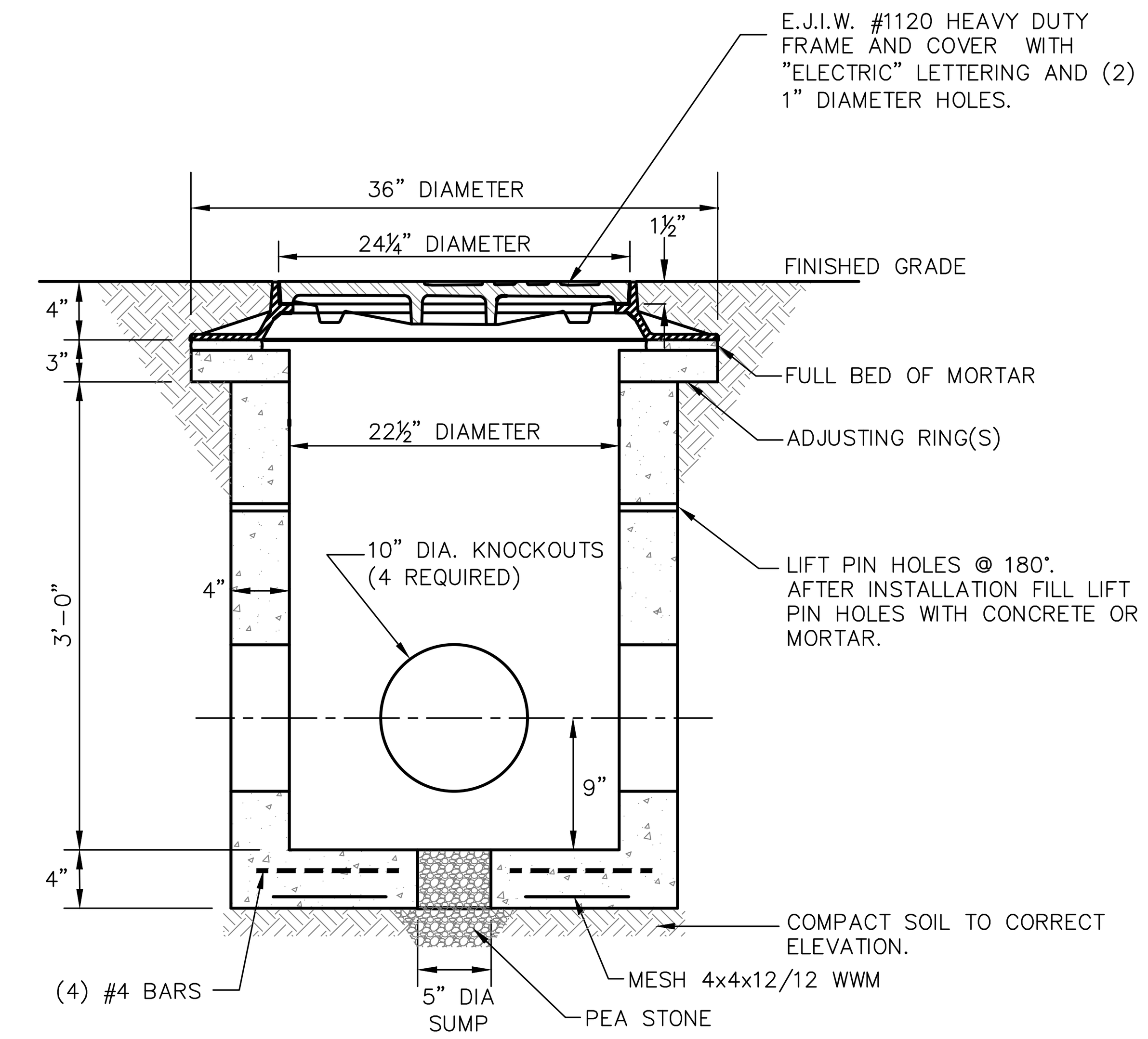
NOTE:
INSTALL THE EDGE OF THE FOUNDATION AT 3 FEET FROM THE EDGES OF THE SIDEWALKS.



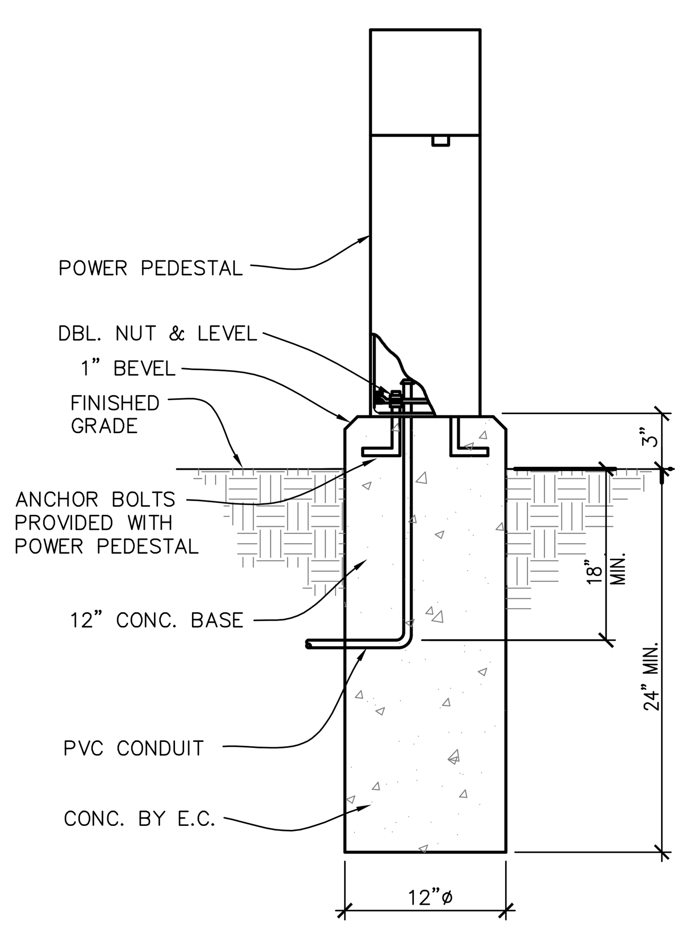
1 **LIGHT BOLLARD BASE DETAIL (SB)**
SCALE: N.T.S.



2 **RAISED STANCHION MOUNTED FIXTURE DETAL (SC & SD)**
SCALE: N.T.S.



3 **HANDHOLE DETAIL**
SCALE: N.T.S.



4 **POWER PEDESTAL DETAIL**
SCALE: N.T.S.

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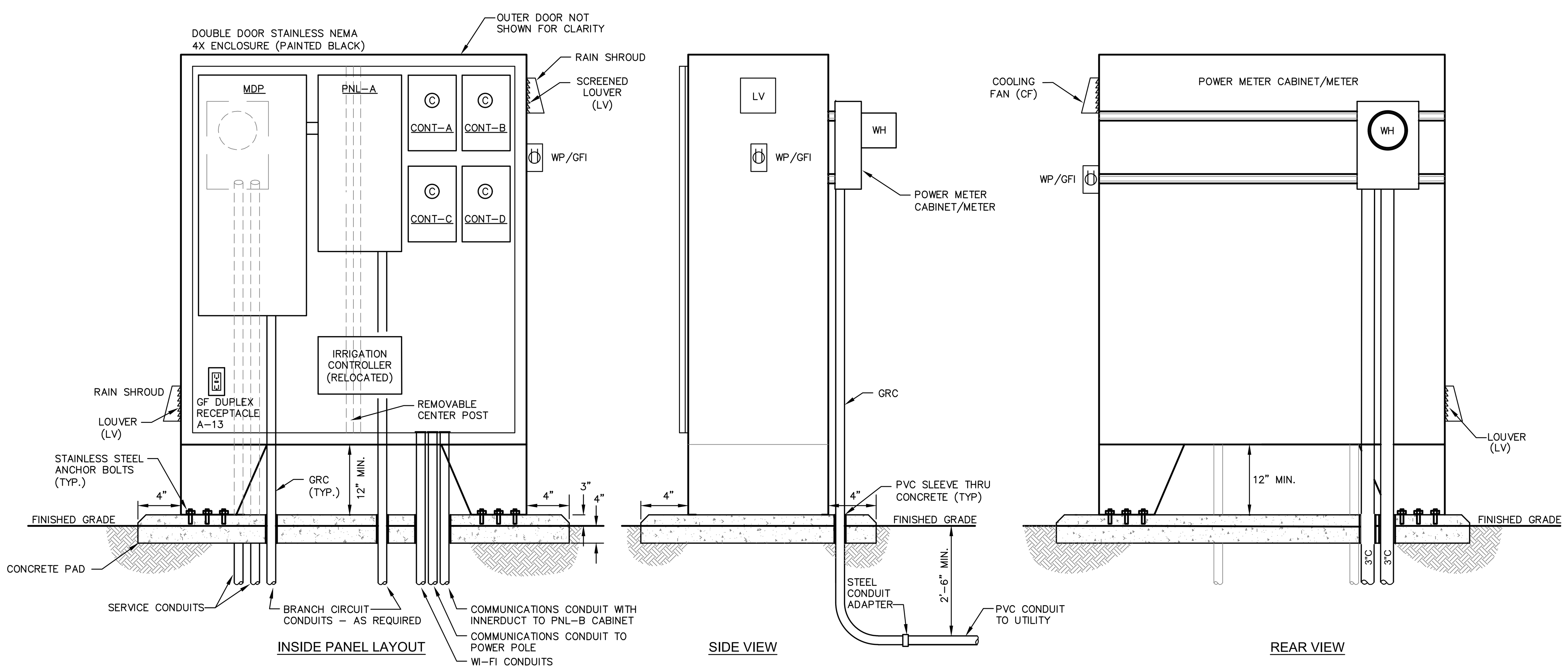
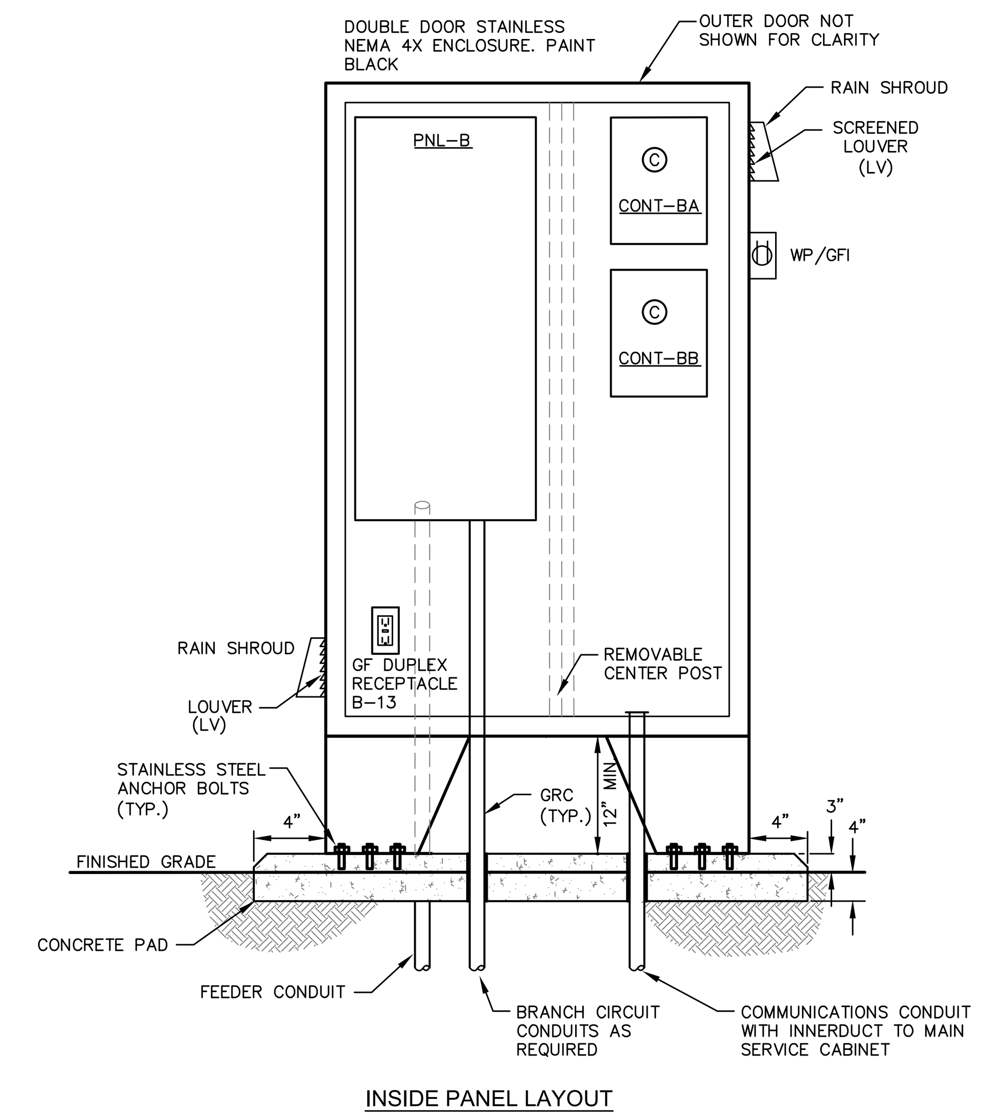
PROJECT #: 689-001
SHEET TITLE:
ELECTRICAL DETAILS
SHEET #:
E3



1 **MAIN SERVICE CABINET DETAIL**

SCALE: N.T.S.



2 **PNL-B CABINET DETAIL**

SCALE: N.T.S.

PANEL COMPUTATION/RECORD SHEET						PROJECT NAME:												
						1-PHASE							PANEL ID: PNL-MDP					
CKT #	LTG	MTR	RCPT	OTHER	DESCRIPTION	P	T	PH	P	T	DESCRIPTION	LTG	MTR	RCPT	OTHER	CKT #
1	2164	0	7800	56880	PNL-A	2	400	A	2	200	PNL-B	758	0	6800	21120	2
3					X	X	X	B	X	X	X					4
5								A	2	30	INTEGRAL SPD					6
7								B	X	X	X					8
9								A								10
11								B								12
13								A								14
15								B								16
17								A								18
19								B								20
21								A								22
23								B								24
25								A								26
27								B								28
29								A								30
	2164	0	7800	56880	SUBTOTALS							758	0	6800	21120	

	CONNECTED	MULT	DIVERSIFIED (VA)					NOTES:
LTG	2922	1.25	3652	VOLTAGE:	240	PH-A KVA	96	SQUARE-D I-LINE WITH INTEGRAL
LMTR	0	1.25	0	MIN AMP:	391	PH-B KVA	96	SURGE PROTECTION DEVICE
MTR	0	1	0	MOUNTING:	SURFACE			
RCPT	14600		12300	MAIN LUG:		AIC	25KA	
OTHER	78000	1	78000	MAIN CKT BKR:	600			
TOTAL	95522		93952					PANEL ID: PNL-MDP

PANEL COMPUTATION/RECORD SHEET						PROJECT NAME:														
						1-PHASE								PANEL ID: PNL-A						
CKT #	LTG	MTR	RCPT	OTHER	DESCRIPTION	P	T	CR	PH	P	T	CR	DESCRIPTION	LTG	MTR	RCPT	OTHER	CKT #
1			400		RECEPTACLES	1	20	YES	A	1	20	YES	STATUE LIGHTS-EAST	38				2
3			600		RECEPTACLES	1	20	YES	B	1	20	YES	BOLLARD LIGHTS-EAST	720				4
5			400		RECEPTACLES	1	20	YES	A	1	20	YES	MONUMENT LIGHTS	1406				6
7			800		RECEPTACLES	1	20	YES	B	1	20	YES	SPARE					8
9			400		RECEPTACLES	1	20	YES	A	1	20	YES	SPARE					10
11			600		RECEPTACLES	1	20	YES	B	1	20	YES	SPARE					12
13			400		RECEPTACLES	1	20	YES	A	1	20	YES	CONTROL FOR CONTACTOR OF RV-PED					14
15			400		RECEPTACLES	1	20	YES	B	2	50 GF	NO	50A RV-PEDESTAL #5				4800	16
17			600		RECEPTACLES	1	20	YES	A	X	X	X	X				4800	18
19			400		RECEPTACLES	1	20	YES	B	2	50 GF	NO	50A RV-PEDESTAL #6				4800	20
21			800		RECEPTACLES	1	20	YES	A	X	X	X	X				4800	22
23			400		RECEPTACLES	1	20	YES	B	2	30 GF	NO	30A RV-PEDESTAL #7				2880	24
25			600		RECEPTACLES	1	20	YES	A	X	X	X	X				2880	26
27			400		RECEPTACLES-MONUMENT, N/E	1	20	YES	B	2	50 GF	NO	50A RV-PEDESTAL #1, MONUMENT, E				4800	28
29			400		RECEPTACLES-MONUMENT, S/W	1	20	YES	A	X	X	X	X				4800	30
31			200		IRRIGATION CONTROLLER	1	20	NO	B	2	30 GF	NO	30A RV-PEDESTAL #2, MONUMENT, N				2880	32
33				400	SOUND SYSTEM	1	20	YES	A	X	X	X	X				2880	34
35				400	SOUND SYSTEM	1	20	YES	B	2	50 GF	NO	50A RV-PEDESTAL #3, MONUMENT, W				4800	36
37				400	SOUND SYSTEM	1	20	YES	A	X	X	X	X				4800	38
39					SPARE	1	20	YES	B	2	30 GF	NO	30A RV-PEDESTAL #4, MONUMENT, S				2880	40
41					SPARE	1	20	YES	A	X	X	X	X				2880	42
	0	0	7800	1200	SUBTOTALS									2164	0	0	55680	

	CONNECTED	MULT	DIVERSIFIED (VA)					NOTES:
LTG	2164	1.25	2705	VOLTAGE:	240	PH-A KVA	67	SQUARE-D NQ POWERLINK
LMTR	0	1.25	0	MIN AMP:	281	PH-B KVA	67	CR= CONTROL RELAY
MTR	0	1	0	MOUNTING:	SURFACE			INTEGRATED EQUIPMENT
RCPT	7800		7800	MAIN LUG:	400	AIC	25KA	
OTHER	56880	1	56880	MAIN CKT BKR:				GF = GOUND FAULT CKT INT
TOTAL	66844		67385					PANEL ID: PNL-A

LIGHTING FIXTURE SCHEDULE				
MARK	DESCRIPTION	MANUFACTURER & CAT. NO.	LAMPS	REMARKS
SA	LED LUMINAIRE, IN-GRADE	KIM #LTV82-FF-WW-18L-5K-UV-RCA82	LED	
SB	LED LUMINAIRE, BOLLARD WITH GFCI DUPLEX RECEPTACLE	KING #KL-A-22-T1AF-V-40-SSL-S001-120-BK-BPC-GFI	LED	
SC	STANCHION MOUNTED LED LUMINAIRE, VERTICAL FLOOD	KIM #KFL3-80L175-5K8-VF-UNV-S-BL-BD-SF w/ SM2XX-BL(REFER TO MOUNTING DETAIL)-M2B-BL	LED	
SD	STANCHION MOUNTED LED LUMINAIRE, NARROW FLOOD	KIM #KFL3-80L175-5K8-N-UNV-S-BL-BD-SF	LED	1

REMARKS:
1. INSTALL ON A STANCHION WITH FIXTURE TYPE-SC.

PANEL COMPUTATION/RECORD SHEET						PROJECT NAME:												
						1-PHASE								PANEL ID: PNL-B				
CKT #	LTG	MTR	RCPT	OTHER	DESCRIPTION	P	T	CR	PH	P	T	CR	DESCRIPTION	LTG	MTR	RCPT	OTHER	CKT #
1			400		RECEPTACLES	1	20	YES	A	1	20	YES	STATUE LIGHTS-WEST	38				2
3			600		RECEPTACLES	1	20	YES	B	1	20	YES	BOLLARD LIGHTS-WEST	720				4
5			400		RECEPTACLES	1	20	YES	A	1	20	YES	SPARE					6
7			800		RECEPTACLES	1	20	YES	B	1	20	YES	SPARE					8
9			400		RECEPTACLES	1	20	YES	A	1	20	YES	SPARE					10
11			600		RECEPTACLES	1	20	YES	B	1	20	YES	SPARE					12
13			400		RECEPTACLES	1	20	YES	A	1	20	YES	CONTROL FOR CONTACTOR OF RV-PED					14
15			400		RECEPTACLES	1	20	YES	B	2	30GF	NO	30A RV-PEDESTAL #10				2880	16
17			600		RECEPTACLES	1	20	YES	A	X	X	X	X				2880	18
19			400		RECEPTACLES	1	20	YES	B	2	50 GF	NO	50A RV-PEDESTAL #9				4800	20
21			800		RECEPTACLES	1	20	YES	A	X	X	X	X				4800	22
23			400		RECEPTACLES	1	20	YES	B	2	30 GF	NO	30A RV-PEDESTAL #8				2880	24
25			600		RECEPTACLES	1	20	YES	A	X	X	X	X				2880	26
27					SPARE	1	20	YES	B	2	50 GF	NO	SPARE					28
29					SPARE	1	20	YES	A	X	X	X	X					30
31					SPARE	1	20	YES	B	2	30 GF	NO	SPARE					32
33					SPARE	1	20	NO	A	X	X	X	X					34
35					SPARE	1	20	NO	B	1			SPACE					36
37					SPARE	1	20	NO	A	1			SPACE					38
39					SPARE	1	20	NO	B	1			SPACE					40
41					SPARE	1	20	NO	A	1			SPACE					42
	0	0	6800	0	SUBTOTALS									758	0	0	21120	

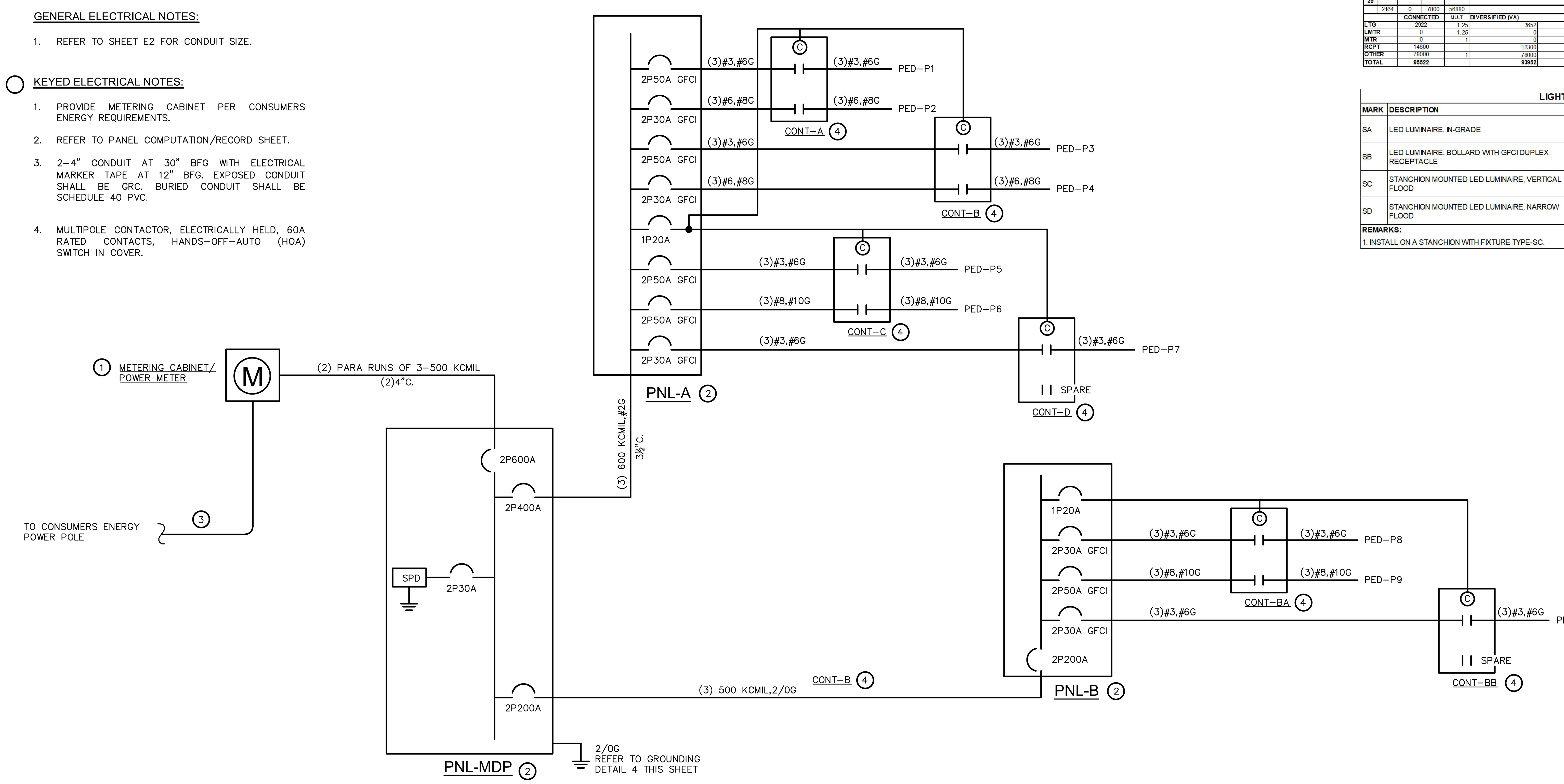
	CONNECTED	MULT	DIVERSIFIED (VA)					NOTES:
LTG	758	1.25	948	VOLTAGE:	240	PH-A KVA	29	SQUARE-D NQ POWERLINK
LMTR	0	1.25	0	MIN AMP:	120	PH-B KVA	29	CR= CONTROL RELAY
MTR	0	1	0	MOUNTING:	SURFACE			INTEGRATED EQUIPMENT
RCPT	6800		6800	MAIN LUG:		AIC	25KA	SLAVE TO PANEL-A
OTHER	21120	1	21120	MAIN CKT BKR:	200			GF = GOUND FAULT CKT INT
TOTAL	28678		28868					PANEL ID: PNL-B

GENERAL ELECTRICAL NOTES:

1. REFER TO SHEET E2 FOR CONDUIT SIZE.

KEYED ELECTRICAL NOTES:

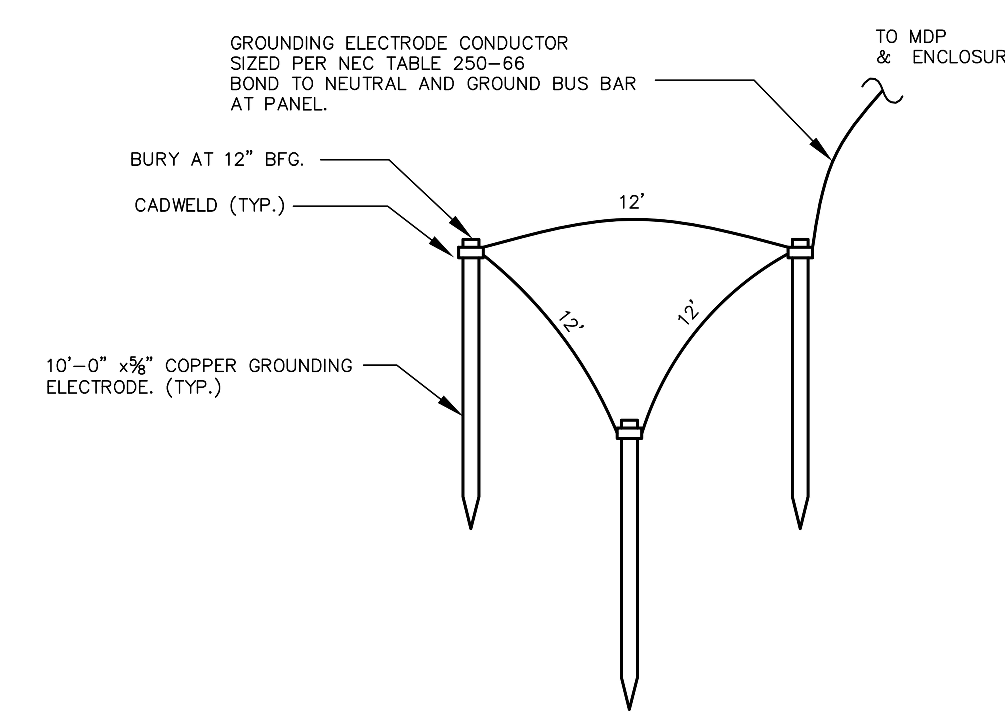
1. PROVIDE METERING CABINET PER CONSUMERS ENERGY REQUIREMENTS.
2. REFER TO PANEL COMPUTATION/RECORD SHEET.
3. 2-4" CONDUIT AT 30" BFG WITH ELECTRICAL MARKER TAPE AT 12" BFG. EXPOSED CONDUIT SHALL BE GRC. BURIED CONDUIT SHALL BE SCHEDULE 40 PVC.
4. MULTIPOLE CONTACTOR, ELECTRICALLY HELD, 60A RATED CONTACTS, HANDS-OFF-AUTO (HOA) SWITCH IN COVER.



3 **ELECTRICAL ONE-LINE DIAGRAM**

240V/120V, 1Ø, 3 WIRE

SCALE: N.T.S.



4 **ELECTRICAL SYSTEM GROUNDING DETAIL**

SCALE: N.T.S.

DATE:	ISSUED FOR:
1-20-2022	100% OWNER REVIEW

HACKLEY PARK
LIGHTING & ELECTRICAL SYSTEM UPGRADE
MUSKEGON, MICHIGAN

Geotech, Inc. Engineered Systems
4900 Cascade Road, S.E., Grand Rapids, Michigan 49546
www.geotech-inc.com
616.949.3340

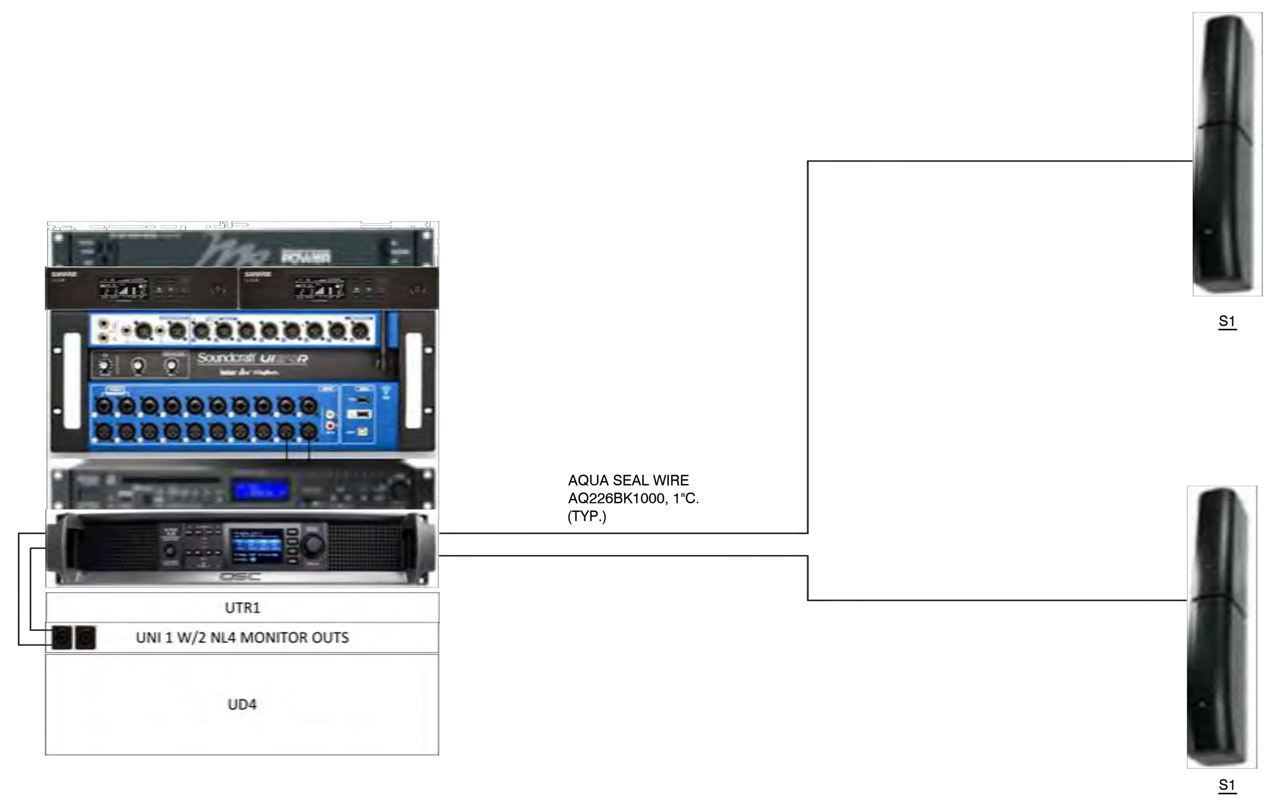
PROJECT #: 689-001

SHEET TITLE: ELECTRICAL ONE-LINE DIAGRAM AND DETAILS

SHEET #: E4

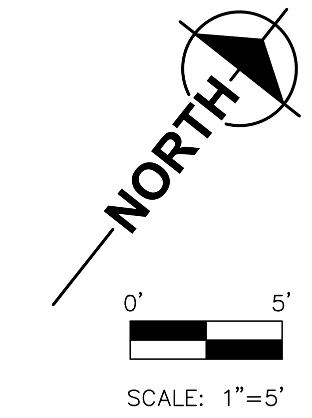
SOUND SYTEM – MATERIALS LIST:

QUANTITY	DESCRIPTION
2	JBL CBT 70J–1 UPPER COLUMN SPEAKER
2	JBL CBT 70JE–1 EXTENSION CABINET FOR LOW FREQUENCY
4	JBL MTC–PC2 CONNECTOR COVER FOR REAR OF SPEAKERS
1	SOUNDCRAFT Ui–24R (US) 24 CHANNEL WIFI AUDIO PROCESSOR
1	QSC CXD4.5 PROCESSING AMPLIFIER
1	APPLE IPAD IPAD SYSTEM CONTROLLER/MEDIA PLAYER
1	DENON DN–300Z MEDIA PLAYER
100'	WEST P 227 SPEAKER WIRE
2	SHURE QLXD24/SM58–G50 WIRELESS HANDHELD SYSTEMS
1	SHURE UA221 ANTENNA COMBINER
2	SHURE UA850 50' ANTENNA COAXIAL CABLE
1	MIDDLE AT UD4 4RU STORAGE DRAWER
1	MIDDLE AT UTR1 ELECTRONIC SHELF
1	MIDDLE AT PD–920R RACK MOUNT POWER WITH CONDITIONER
1	RACK MOUNT SOLUTIONS OD–50XC 50x25x25 EXTERIOR RACK
1	RACK MOUNT SOLUTIONS ACP–800–T15–110 800 BTU AC UNIT
1	RACK MOUNT SOLUTIONS OD–INS ½" INSULATION FOR RACK
1	RACK MOUNT SOLUTIONS ZZ–SLD–WIND–LCK 2 POSITION WIND LOCK
1	RACK MOUNT SOLUTIONS ZP–NDCPP OUTDOOR LOUVER COVER PLATE
2	CUSTOM THERMOSTAT HEATER AND AC



2 **SOUND SYSTEM ONE-LINE DIAGRAM**

SCALE: NTS

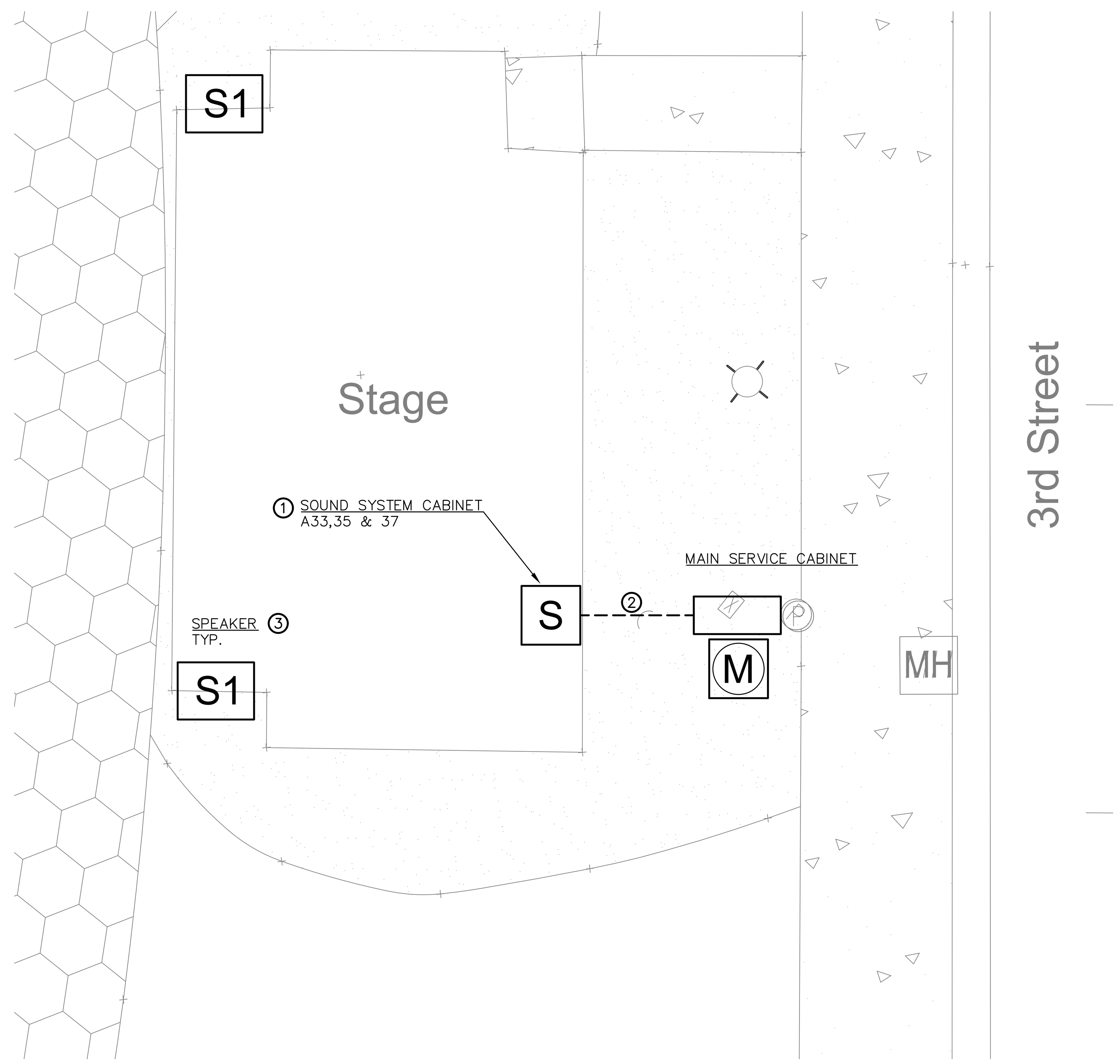


SOUND SYSTEM GENERAL NOTES:

1. INSTALL SOUND SYSTEM WIRING IN CONDUITS. INSTALL CONDUITS ALONG COLUMNS AND STRUCTURAL JOISTS AND PAINT TO MATCH ADJACENT SURFACES.

KEYED CONSTRUCTION NOTES:

1. INSTALL ON STAGE IN CLOSE PROXIMITY TO THE COLUMN.
2. PROVIDE (2)¾" CONDUITS BETWEEN MAIN SERVICE CABINET AND SOUND SYSTEM CABINET FOR USE WITH POWER AND COMMUNICATIONS. BURY AT 24" BFG.
3. INSTALL ON COLUMN.



1 **SOUND SYSTEM DETAIL**

SCALE: 1"=5'-0"

811 Know what's **below**. **Call** before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

DATE:	ISSUED FOR:
1-20-2022	100% OWNER REVIEW

HACKLEY PARK
LIGHTING & ELECTRICAL SYSTEM UPGRADE
MUSKEGON, MICHIGAN

Geotech, Inc.
Engineered Systems
4900 Cascade Road, S.E., Grand Rapids, Michigan 49546
616.949.3340 www.geotech-inc.com

PROJECT #: 689-001

SHEET TITLE:
SOUND
SYSTEM DETAIL

SHEET #:
E5

Hackley Park Electrical Upgrades
Cost Estimate & Financing Breakdown
1/24/2022

Description	***Total Cost***	**City Share**	**SE Electric Fee**
Electrical Service	$144,397	$57,758.80	$57,758.80
Monument Lighting	$29,149	$29,149.00	
Statues Lighting	$15,488	$15,488.00	
Bollards Lighting	$242,720	$121,360.00	$121,360.00
Power Pedestals - RV's	$58,154		$58,154.00
In-Ground Receptacles-120V	$37,230	$18,615.00	$18,615.00
Sound System	$38,480		
Wi-Fi Conduits	$28,860	$28,860.00	
Demo	$5,000	$2,500.00	$2,500.00
Permits	$5,000	$2,500.00	$2,500.00
Contingency	$90,672	$36,268.80	$36,268.80
Total Budget Estimate	***$695,150***	***$312,500***	***$297,157***

Time Available to Recoup Costs (Years)	25
Estimated Annual Special Events w/Electric	10
Estimated Annual Special Events w/Sound	10

Event Fee to Recoup Electric (No Interest)	***$1,188.63***
Event Fee to Recoup Sound (No Interest)	***$341.98***

SE Sound System Fee	
$28,879.40	Split 40/40,
	Split 50/50,
	Split 50/50,
$38,480.00	
	Split 50/50,
	Split 50/50,
$18,134.40	Split 40/40,
$85,494	

City of Muskegon

RESOLUTION OF SUPPORT & COMMITMENT OF MATCHING FUNDS to

2023 MEDC RAP 2.0 STATE GRANT APPLICATION

WHEREAS, City of Muskegon supports the submission of an application to the 2023 MEDC Revitalization and Placemaking program (RAP) and,

WHEREAS, the purpose of the MEDC Revitalization and Placemaking Program (RAP) is promoting health and safety and addressing impacts of impacted business by investing in capital expenditure projects that result in neighborhood features, such as occupied buildings and active public spaces that promote health and safety through revitalization and repurposing of vacant, underutilized, blighted, or historic buildings and investment in place-based infrastructure and,

WHEREAS, the City of Muskegon is seeking $3,250,000 in available MEDC RAP 2.0 grant funding, including $1M in place-based infrastructure/public space funding to support the redevelopment and revitalization of the historic Hackley Square at 349 W. Webster Ave as well as Hackley Park; and $2M for the rehabilitation of the vacant Catholic Charities of West Michigan building at 1095 Third St and,

WHEREAS, private developers are expected to provide approximate matching funds of $7,250,000 for the Hackley Square project and $5,000,000 for the former Catholic Charities project, respectively.

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes the submission of an MEDC RAP 2.0 application for $3,700,000 to be expended by the end of 2026, per the federal American Rescue Plan Act of 2021, and further resolves to make available a local match obligation of $250,000 for Hackley Park from the city's General Fund.

Ayes:

Nayes:

Absent:

Motion Approved.

I HEREBY CERTIFY, that the foregoing is a Resolution duly make and passed by Twenty-Seventh Day of June at their regular meeting held on Tuesday, June 27th, 2023, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present

________________________________ Dated: ________________________

Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: End of Year Budget Amendment
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: At this time staff is asking for approval of the End of Year Budget Amendment for FY2022-23 budget year.	
Detailed Summary & Background: Staff has prepared the End of Year Budget Amendment for the 22-23 budget year. A memo outlining some of changes and highlights is attached	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the End of Year Budget Amendment as presented.	

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

For City Clerk Use Only:

Commission Action:

Memo

To: City Commissioners

From: Finance Director

Date: 6/21/2023

Re: FY2022-23 4th Quarter Budget Reforecast

Highlights of 4th Quarter Budget Reforecast:

101 General Fund

Revenues:

101-000-438 Income Tax collections have been better than projected for the 4th Quarter. We can increase revenue from $10,750,000 to 11,000,000

101-000-482 Electric Permits revenue should go up to $210,000 from $195,000

101-000-483 Plumbing Permits revenue should be changed to $112,000 from $105,000

101-000-484 Heating Permits revenue should be changed to $157,000 from $146,000

101-000-486 Rental Property revenue should be changed to $427,000 from $400,000

101-000-696-004963 Loan Proceeds revenue is recorded for the Fire Truck loan for $761,603

101-000-684-004800 Misc.& Sundry revenue should be changed to $142,000 from $100,000.

Expenditures Amendments

City Commission Dept 101- Increase expenditures by $12,000 due to MML expenditures

City Promotions & Public Relations Dept 103- Increase expenditures by $38,000 due expenses created by the new Community Relations positions.

Finance Department Dept 202- Increase expenditures by $8,000 due to 8% payroll for nonunion personnel

Income Tax Dept 205- Increase expenditures by $41,000 mainly due to postage increases, salary increases and insurance payout for both Union and Non-Union.

City Clerk Dept 215- Increase expenditures by$56,000 mainly due to postage increases, salary increases and insurance payout for both Union and Non-Union.

City Treasurer Dept 253- Increase expenditures by $41,000 mainly due to postage increases, salary increases and insurance payout for both Union and Non-Union.

City Assessor Dept 257 Increase expenditures by $12,000 due to some unexpected tax appeal fees.

Insurance Services 272 – Increase expenditures by $195,000 due lawsuits and insurance claims. MMRA requires a that members have a minimum self-insured retention amount.

Police Dept 301- Increase expenditures by $291,000 due to payroll and overtime.

Fire Dept 336 - Increase expenditures by $85,000 due to payroll and overtime.

Building Dept 387- Increase expenditures by $610,000 because most of the permit fees are up significantly and Safebuilt gets a of the revenue generated from permits.

Central Fire Station 340 – Increase expenditures by $10,000 due utility costs.

Community Event Support Dept 446 - Increase expenditures by $10,000 to cover landscaping, snow plowing, and miscellaneous fees. These costs should be offset by additional revenues.

Planning Dept 701-Increase expenditures by $105,000 off the expense for the Marihuana Social Equity and Education programs, to cover the city's participation in the countywide broadband study, additional site prep for the infill housing, and other miscellaneous items.

Forestry Dept 771- Increase expenditures by 10,000 due contractual services costs and supplies.

Capital Projects 901- Increase expenditures by $761,603 for the purchase of the new fire truck. These costs were previously approved by Commission and we required to add this asset to our books.

Debt Service 906- Increase expenditures by $1,300 due Agent Fees and Interest adjustments.

Transfer 999- Additional $102,000 to the Arena

234 Pigeon Hill Brownfield

Revenues:

Tax collections need to be bumped up by $840

Expenditures Amendments

Expenditures need to match the increase in revenue by the same amount of $840

237 Terrace Point Brownfield

Revenues:

Property Tax values and Tax Capture exceed original projects by $97,000.00

Expenditures Amendments

Expenditures need to match the increase in revenue by the same amount of 97,000

252 Farmers Market

Revenues:

Increase revenues by $43,000 this includes reimbursement from the DDA

Expenditures Amendments

Increase expenditures by $60,000 ($30,000 for contractual and misc. services and $30,000 for an ice maker and cameras.

This year the Farmer's Market did require any funds from the General Fund.

254 Arena

Expenditures Amendments

Increase expenditures by $102,00 due to payroll increases and contractual services.

445 Public Improvement

Expenditures Amendments

Increase expenditures by $100,000 to cover unexpected project costs on capital projects.

482 STATE GRANTS

Expenditures Amendments

Increase expenditures by $4,750,000 for ARPA Expenditures.

643 ENGINEERING SERVICES

Expenditures Amendments

Increase expenditures by $25,000 due to salary rate increases.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Real Estate Purchase Agreement for The Splash Pad- Downtown Muskegon Development Center No. 2, Association and The City of Muskegon
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary:

A Real Estate Purchase Agreement has been submitted between The Downtown Muskegon Development Center No. 2, Association (the "Seller") and The City of Muskegon (the "Buyer") for the purchase of Unit 10 (the "Property") referred to as the Western Avenue Splash Pad.

Detailed Summary & Background:

A survey plan was created by Gower Professional Surveying, P.C. that is included in the agenda packet. This survey conveys the Downtown Muskegon Development Center No. 2 boundaries, the Muskegon County condominium plan No. 162. This area encompasses ten units between Terrace, Morris, First, and Clay. The Property is commonly known as the Western Avenue Splash Pad and is 8066 sq. ft.

This purchase agreement was created in order for Unit 10 to be eliminated from the Downtown Muskegon Development Center No. 2 boundaries, and to be purchased by the City of Muskegon.

As described in the Purchased Agreement:

- The Seller shall convey the Property to the Buyer free and clear of all liens and encumbrances. Seller is also responsible for all real estate taxes and assessments that have been billed prior to the effective date.
- Moving forward the Buyer will be held accountable for all responsibilities, including repairs and maintenance after effective date.
- All fixtures and equipment are included at no additional costs.
- Both parties agree that the property is to be sold as is.
- If either party does not perform the terms and conditions of this agreement within 10 days following receipt of written notice from either Seller or Buyer, the Seller or Buyer can elect to terminate this Agreement by written notice and neither party shall have further obligations under this Agreement.
- Closing costs to be paid by Seller include the following: recording the deed, the premium for the owner's policy of title insurance, any inspection fees, closing fees charged by the Title Company, all other costs and fees, including attorney fees, it incurred in connection with this transaction including, the preparation of this Agreement, and any related closing documents.
- All parties shall deliver the Warranty Deed and all other documents that are required by this Agreement.

Goal/Focus Area/Action Item Addressed: Retain youth within the city.	
Amount Requested: $1,188.75	Amount Budgeted: N/A
Fund(s) or Account(s): Planning	Fund(s) or Account(s): N/A
Recommended Motion: To approve the Real Estate Purchase Agreement made between Downtown Muskegon Development Center No. 2, Association and The City of Muskegon for the purchase of Unit 10 (the "Property") referred to as the Western Avenue Splash Pad authorizing the Deputy City Manager to sign.	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ■
For City Clerk Use Only: Commission Action:	

REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement is made by and between **Downtown Muskegon Development Center No. 2, Association.**, a Michigan nonprofit corporation, of 601 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **The City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Buyer"). The parties agree as follows:

1. **Sale of Property**. Seller agrees to sell, and Buyer agrees to purchase, the real estate located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described on the attached **Exhibit A**, together with all improvements, fixtures, and appurtenances associated with that real estate, but subject to all easements, matters, and building and use restrictions apparent or of record, zoning ordinances, and the Permitted Exceptions (the "Property").

2. **Consideration.** In consideration of Buyer assuming responsibility all repairs and maintenance of the Property, Seller shall convey the Property to the Buyer free and clear of all liens and encumbrances, except for those liens and encumbrances that are specifically assumed by the Buyer.

3. **Title Insurance**. At Buyer's expense, Buyer will obtain at Closing an owner's policy of title insurance for the Premises for the minimum amount of value permitted by the title company, subject to standard exceptions. Within 30 days following the Effective Date, Buyer will order a commitment for an owner's policy of title insurance from Transnation Title Agency, of 570 Seminole Road, Muskegon, Michigan 49444 (the "Title Company"). If the title commitment discloses any exception, restriction, easement, or other matter that is objectionable to Buyer in Buyer's sole discretion, Buyer may raise a title objection by delivering notice of the objection to Seller in writing within 10 days after receipt of the title commitment. If Buyer does not notify Seller of any issues with title within such 10-day period, Buyer will be deemed to accept, and waive any objections to, any matters, encumbrances, restrictions, or exceptions set forth in the title commitment. If Buyer raises a title objection, Seller will notify Buyer within 10 days of receipt of Buyer's objection as to whether Seller will elect to cure the objection(s). If Seller elects to cure the objection(s), Seller shall take action to remove the exception or the encumbrance from the chain of title, in order to remove it from the commitment and the policy. If Seller does not elect to cure the objection(s), Buyer will have 5 days within which to elect either of the following as Buyer's sole remedy: (i) proceed with the purchase and acquire the Premises subject to the defects or objections to title and the Permitted Exceptions (as defined below), or (ii) terminate this Agreement by written notice to Seller within such 5-day period, in which case neither party shall have any further obligations under this Agreement except as provided herein. The term "Permitted Exceptions" means any matters, encumbrances, encroachments, and exceptions revealed on the title commitment, matters apparent or of record, or defects, encroachments, or variations revealed by the title commitment that Buyer (x) initially accepts in Buyer's discretion, (y) does not identify or object to as a defect, or (z) initially raises as a defect or objection but later accepts by proceeding to Closing.

4. **Condominium Subdivision Plan.** Prior to Closing, the Seller shall cause the current Condominium Subdivision Plan to be modified to eliminate the existing general common area and replace it with new Unit 10. Upon completion of the Revised Condominium Subdivision Plan, the Seller shall execute and record with the Muskegon County Register of Deeds, the First Amendment to the Master Deed according to which the Revised Condominium Subdivision Plan will replace the current plan. The proposed revised site plan is attached as **Exhibit B**.

5. **Property Taxes and Assessments; Utilities.** Seller shall be responsible for any real estate taxes and assessments that have been billed prior to the Effective Date. Buyer shall be responsible for all taxes and assessments, real estate, ad valorem, person, or otherwise, that become due and payable after the Effective Date.

6. **Fixtures and Equipment.** All fixtures and equipment located in the Property as of the date of Closing are included in this sale at no additional cost to Buyer. All such fixtures and equipment included in the sale are being sold "AS-IS".

7. **Inspections by Buyer.**

a. ***General Inspections.*** Buyer acknowledges and agrees that Buyer has had the opportunity to conduct all inspections, investigations, and due diligence with regard to the Property and any improvements thereon prior to its execution of this Agreement, including, without limitation, inspections of the soil and groundwater; all structures; and electrical systems at the Property and inspections and due diligence related to the environmental condition of the Property. Buyer is satisfied with the results of its inspections, investigations, and due diligence, and Buyer waives Buyer's right and opportunity to any further inspections of the Property.

b. ***Intentionally Omitted.***

c. **Condition of Property.** Seller and Buyer acknowledge and agree the Property and any improvements thereon are being sold and delivered "**As Is**" and "**Where Is**" in its present condition. Except as specifically set forth in this Agreement, Seller has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of the Property and any systems or improvements thereon, including without limitation, soil conditions, any environmental or soil conditions, condition of drinking water, condition of water, sewer, and other utility connections, or the condition or existence of any well and septic systems on the Property; (ii) the suitability of the Property and any systems or improvements thereon for any of Buyer's uses; (iii) the compliance of or by the Property and any systems or improvements thereon with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Property; (v) existence in, on, under, or over the Property of any hazardous substances, or (vi) any other matter with respect to the Property and any systems, fixtures, or improvements thereon.

d. **Future Repairs and Maintenance**. Buyer shall be solely responsible for all future repairs and maintenance for the Property, including the Splash Pad.

8. **Possession.** Possession of the Property will be delivered to Buyer on the Closing Date.

9. **Risk of Loss and Condemnation**. Seller shall bear the risk of loss from casualty, condemnation, or other cause until Closing.

10. **Default**. If Buyer for any reason does not perform the terms and conditions of this Agreement and does not cure such default within 10 days following receipt of written notice of the same from Seller, then Seller may elect to terminate this Agreement by written notice to Buyer and neither party shall have any further obligations under this Agreement. If Seller for any reason does not perform the terms and conditions of this Agreement and does not cure such default within 10 days following receipt of written notice from Buyer, then Buyer may terminate this Agreement and neither party shall have any further obligations under this Agreement.

11. **Real Estate Commission**. Seller and Buyer represent and warrant to each other that neither party has dealt with any brokers or finders in connection with the transaction contemplated by this Agreement. Each party shall, defend, and hold harmless the other party from and against any claim, loss, damage, liability, cost and expense (including without limitation reasonable attorney fees and expenses) resulting from any breach or alleged breach of its representations contained in this Paragraph. The obligations set forth in this Section shall survive any termination of this Agreement.

12. **Closing**. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at a location mutually agreeable to the parties, within 10 days following Buyer delivering notice to Seller that it is ready to close, but in no event later than June 30, 2023 (the "Closing Date"). The Closing Date may be extended upon the agreement of both parties.

13. **Closing Costs.** The following costs associated with this Agreement and the Closing shall be paid by Seller at Closing as follows: recording the deed; (ii) the premium for the owner's policy of title insurance; (iii) any inspection fees; (v) closing fees charged by the Title Company; (vi) all other costs and fees, including attorney fees, it incurred in connection with this transaction including, the preparation of this Agreement, and any related closing documents.

14. **Closing Deliveries.** At Closing, (i) the parties shall execute and deliver the Warranty Deed; (ii) Buyer shall execute and deliver any other documents required by this Agreement or reasonably requested by Seller or the Title Company to carry out the intentions of this Agreement; and (iii) Seller shall deliver any other documents required by this Agreement or reasonably requested by Buyer or the Title Company to carry out the intentions of this Agreement.

Notice. All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be delivered in one of the following manners: (a) personal delivery; (b) sent by fax or email; (c) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (d) sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and, 3 days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To Seller: Downtown Muskegon Development Company No. 2 Association
Attn: Contessa Alexander
990 Terrace Street
Muskegon, MI 49440
Email: contessa.alexander@shorelinecity.com

To Buyer: The City of Muskegon
990 Terrace Street
Muskegon, MI 49442
Attn: LeighAnn Mikesell
Email: Leighann.mikesell@shorelinecity.com

Copies of Notices for either party shall be delivered to:

w/ copy to : Parmenter Law
Attn: Christopher L. Kelly
601 Terrace St., Suite 200
Muskegon, MI 49440
Email: chris@parmenterlaw.com

15. **Preparation by Intermediary.** Seller and Buyer each acknowledge and agree that this Agreement and all documents to be executed in connection with the closing of the transaction were prepared by Parmenter Law as an intermediary between Seller and Buyer only; that Parmenter Law has represented, and continues to represent, both Seller and Buyer with regard to personal and business matters; that Parmenter Law has fully disclosed and discussed the prior representations and the conflict with both parties; that conflicts may exist or arise between the individual interests of Seller and Buyer and that legal counsel is prohibited from representing parties where a legal conflict exists; that Seller and Buyer have each been advised to seek (and have had an adequate opportunity to seek) advice from independent legal counsel with respect to their respective rights, this transaction, and the execution of this Agreement and documents referenced herein; and that both Seller and Buyer hereby waive the conflict and affirmatively consent to the intermediary representation of both parties by Parmenter Law.

16. **General Provisions.**

a. ***Governing Law.*** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan. The parties agree that for purposes of any dispute in connection with this Agreement, the Oceana County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Oceana County is the exclusive venue.

b. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. ***Amendment.*** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. ***Binding Effect.*** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. ***Counterparts; Fax or Electronic Signatures.*** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document. Electronic or fax copies of the signed Agreement shall constitute a valid, enforceable agreement.

f. ***Full Execution.*** This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void. This Agreement shall become effective on the date when signed by all of the parties as shown below ("Effective Date").

g. ***Non-Waiver.*** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

h. ***Severability.*** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

i. ***No Reliance.*** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. ***Assignment or Delegation.*** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

Seller –
Downtown Muskegon Development Center No. 2 Association

____
Name: Contessa Alexander
Title: President
Date: ____________________

Buyer –
The City of Muskegon

____
Name: LeighAnn Mikesell
Title: Deputy City Manager
Date: ____________________

Exhibit A
Legal Description

The following described premises are situated in the City of Muskegon, County of Muskegon, State of Michigan:

That part of Replat No. 1, Downtown Muskegon Development Center No. 2, recorded as Muskegon County condominium plan No. 162, City of Muskegon, Muskegon County, Michigan, described as: Beginning at the intersection of the North right of way line of Western Avenue, a 100 foot wide public roadway and the Easterly right of way line of First Street, a 66 foot wide public roadway, said point also being South 51º46’18” West, 146.08 feet and South 51º,46’17” West, 167.15 feet from the most Easterly corner of Unit 9 of said Replat; thence N 51º, 46’, 17” East 167.15 feet along said North right of way line; thence North 38º, 13’, 21” West, 46.92 feet; thence North 83º, 22’, 58” West, 2.23 feet to the Southerly right of way line of Market Street; thence South 51º, 37’, 02” West, 165.50 feet along said Southerly right of way line to said Easterly right of way line of First Street; thence South 38º, 08’, 23” East, 48.05 feet along said Easterly right of way line to the Point of Beginning, containing 0.185 acres of land.

To be conveyed as:

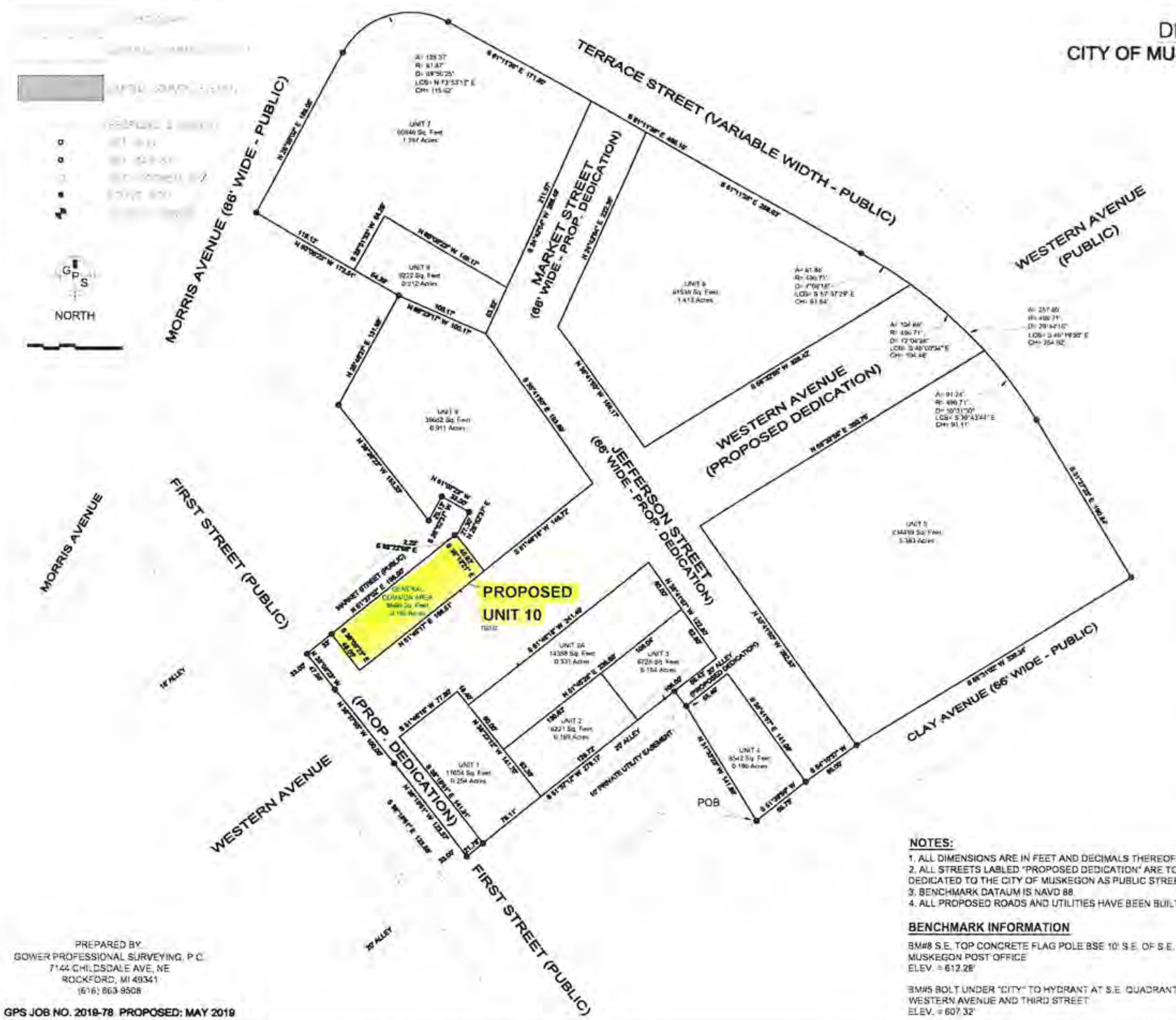
> Unit 10 of Downtown Muskegon Development Center No. 2, a Site Condominium, according to the Master Deed recorded June 9, 2006 in Liber 3703, Page 106, as amended in Liber _____, Page _____ in the office of Muskegon County Register of Deeds, and designated as Muskegon County Condominium Subdivision Plan No. 162, as amended.

Commonly known as: Western Avenue Splash Pad

EXHIBIT B
Proposed Revised Site Plan

REPLAT No.1
DOWNTOWN MUSKEGON
DEVELOPMENT CENTER No.2
CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

SURVEY PLAN LEGEND



PROJECT LOCATION

LOCATION MAP NORTH

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER J. GOWER, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS MUSKEGON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 162 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LAND AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THE SURVEY IS WITHIN LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE: 5/24/2019

CHRISTOPHER J. GOWER, P.S.
PROFESSIONAL SURVEYOR
REGISTRATION No. #47951

GOWER PROFESSIONAL SURVEYING, P.C.
7144 CHILDSDALE AVENUE, NE
ROCKFORD, MICHIGAN 49341

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. ALL STREETS LABLED "PROPOSED DEDICATION" ARE TO BE DEDICATED TO THE CITY OF MUSKEGON AS PUBLIC STREETS.
3. BENCHMARK DATAUM IS NAVD 88.
4. ALL PROPOSED ROADS AND UTILITIES HAVE BEEN BUILT.

BENCHMARK INFORMATION

BM#8 S.E. TOP CONCRETE FLAG POLE BSE 10' S.E. OF S.E. CORNER OF MUSKEGON POST OFFICE
ELEV. = 612.28'

BM#5 BOLT UNDER "CITY" TO HYDRANT AT S.E. QUADRANT AT WESTERN AVENUE AND THIRD STREET
ELEV. = 607.32'

BASIS OF BEARINGS

REPLAT No.1 DOWNTOWN MUSKEGON DEVELOPMENT CENTER No.1 SITE CONDOMINIUM
PREPARED BY BARRY WILLIS #36002

PREPARED BY:
GOWER PROFESSIONAL SURVEYING, P.C.
7144 CHILDSDALE AVE, NE
ROCKFORD, MI 49341
(616) 863-9508

GPS JOB NO. 2019-78 PROPOSED: MAY 2019

SURVEY PLAN
SHEET
3

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Transfer of Obsolete Property Rehabilitation Exemption Certificate # 3-16-0027 from P&G Holdings NY, LLC to the new owners, Shaw QOZB 2, LLC
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary:

Shaw QOZB 2, LLC has requested an Obsolete Property Rehabilitation Exemption Certificate transfer for the property 920 Washington Avenue.

Detailed Summary & Background:

On July 12, 2016, the City Commission approved an Obsolete Property Certificate to P&G Holdings NY, LLC for 920 Washington Ave. State issued this certificate on 12/13/2016.

Shaw QOZB 2, LLC has purchased the property for redevelopment that will result in adaptive reuse of nearly 630,000 square feet of dilapidated former industrial space into a lively mixed-use development. The project is projected to result in over $120 million in tax capture over 20 years between property taxes and new income taxes.

The previous owner (P&G Holdings NY, LLC) had an OPRA parcel on the property and needs to be transferred over to the new owner.

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion: I move to approve the adoption of the following resolution approving the transfer of the Obsolete Property Rehabilitation Exemption Certificate # 3-16-0027 from P&G

Holdings NY, LLC to Shaw QOZB 2, LLC authorizing the Mayor and City Clerk to sign the attached resolution.		
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ■
For City Clerk Use Only: Commission Action:		

CITY OF MUSKEGON MUSKEGON

COUNTY, MICHIGAN RESOLUTION

NO. ____________________

A resolution transferring and Obsolete Property Rehabilitation Exemption Certificate

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

1. On July 12, 2016, the City Commission approved an Obsolete Property Rehabilitation Exemption Certificate application as filed by P&G Holdings NYC LLC; and

2. The approval of Obsolete Property Rehabilitation Certificate #3-16-0027 was given by the State Tax Commission on December 13, 2016, for the project at 920 Washington; and

3. The Property has been sold to Shaw QOZB 2 LLC; and

4. The previous owner had an OPRA parcel on the property that needs to be transferred to the new owner; therefore

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. That the transfer of Obsolete Property Rehabilitation Exemption Certificate #3-16-0027 from P&G Holdings NYC LLC to Shaw Walker QOZB 2 LLC is approved; and

2. That the Economic Development Department shall provide notice of the assignment to the State Tax Commission.

This resolution passed.

Ayes ____

Nays ____

CITY OF MUSKEGON

By ______________________________
Ken Johnson
Mayor

Attest ___________________________
Ann Meisch Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission, held on June 27, 2023. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 146 of the Public Acts of 2000.

CITY OF MUSKEGON

By ______________________________

Ann Meisch

Clerk

MUSKEGON
West Michigan's Shoreline City
www.shorelinecity.com

PLANNING DEPARTMENT

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON, MI 49440

RECEIPT

12006463

05/23/23

Cashier: WENDY.WEBSTER
Received Of: SHAW QOZB

SHAW QOZB1
TAX ABATEMENT

The sum of: 1,000.00

18	TAX ABATEMENT APP FEES			1,000.00
			Total	1,000.00
	TENDERED:	CHECK	000523	1,000.00

Signed: ______________________________

Michigan Department of Treasury
3674 (Rev. 12-20)

RECEIVED
MAY 11 2023
CITY OF MUSKEGON
PLANNING DEPT

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility)
Shaw QOZB 2, LLC

Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)
75 W Walton Avenue, Suite A, Muskegon, MI 49440

Location of obsolete facility (Number and Street, City, State, ZIP Code)
920 Washington Avenue

City, Township, Village (indicate which)	County	
Muskegon	Muskegon	
Date of Commencement of Rehabilitation (mm/dd/yyyy)	**Planned date of Completion of Rehabilitation (mm/dd/yyyy)**	**School District where facility is located (include school code)**
		Muskegon
Estimated Cost of Rehabilitation	**Number of years exemption requested**	

Attach legal description of obsolete property on separate sheet.

Expected Project Outcomes (Check all that apply)

- [x] Increase commercial activity
- [x] Create employment
- [ ] Retain employment
- [ ] Prevent a loss of employment
- [x] Revitalize urban areas
- [x] Increase number of residents in the community in which the facility is situated

Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. ________

- [x] Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents)	Telephone Number	Fax Number
Jon Rooks	(616) 450-4600	(231) 722-7002
Mailing Address	**E-mail Address**	
75 W Walton Ave STE A, Muskegon, MI 49440	jon@parklandgr.com	
Signature of Company Officer (no authorized agents)	**Title**	
Jon Rooks	Manager	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for ________ Years, ending December 30, ________ (not to exceed 12 years)

☐ Denied

Date District Established	LUCI Code	School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value	Building State Equalized Value
$	$

Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk	Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number	Fax Number	E-mail Address

Clerk Signature	Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 13, 2023	Title: Contract Award – City Hall Boiler Replacement
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary: Staff is requesting authorization to enter into a contact with Hurst Mechanical, in the amount of $534,964 for the replacement of the boiler(s) and related equipment at City Hall.

Detailed Summary: Bids were solicited for the replacement of the boiler at City Hall after a design was completed by Rhodes Engineering. Hurst Mechanical was the only bid received, however the bid is in line with the engineer's estimate and Hurst has performed quality work for the City in the past. Furthermore, the tight timeframe to complete the project before cold weather returns has led staff to recommend award to Hurst on the basis of timing, quality and a reasonable price.

Hurst's bid is attached. They recommend adding $17,500 in asbestos abatement costs, which staff agrees with, and staff has also requested a performance bond for an additional $5,000 cost to ensure the work is done properly and timely.

This work is budgeted in FY24 (up for adoption this evening), but again due to the tight timeframe before cold weather staff requests approval tonight to avoid losing the two weeks until the 7/10 meeting.

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.

Amount Requested: $534,964	Amount Budgeted: $600,000 (FY24 Budget)
Fund(s) or Account(s): 101-265 (City Hall Maint.)	Fund(s) or Account(s): 101-265 (FY24 Budget)

Recommended Motion:

I move to authorize staff to enter into a contact with Hurst Mechanical. in the amount of $534,964 for the replacement of the boiler(s) and related equipment at City Hall.

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

For City Clerk Use Only:

Commission Action:

HURST MECHANICAL

1-800-GO-HURST
1-800-464-8778
Fax (616) 785-7900
2330 Lake Ave
North Muskegon, MI 49445

June 13, 2023

City of Muskegon
933 Terrace St
Muskegon, MI, 49440
Attn: City Clerk's Office
RE: Boiler Replacement Proposal

Dear City of Muskegon:

First of all, thank you for the opportunity to prepare this proposal! We truly appreciate the opportunity to be of continued service! We have visited your facility to receive instructions, and collect information for this project. These system upgrades will allow you to capture a significant reduction in utility usage, and will also provide you with the peace of mind of having new reliable equipment. The scope of this project shall consist of the following:

- Provide labor, materials and equipment to disconnect, remove and properly dispose of the existing heating boilers, water heater, venting, select piping, two steam heating coils, and existing pumps, as shown on the drawings provided to us by the City of Muskegon.
- Furnish and install (2) new Aerco Boilers, new boiler venting, and new heating pumps, as specified.
- Provide new hydronic heating piping serving the new boilers and new heating coils, as shown.
- Provide labor and materials to insulate the new hydronic heating piping and domestic water piping.
- Furnish and install new heating system pumps, and new boiler pumps, as shown.
- Furnish and install a new air separator, expansion tank, and air vent as shown serving the boiler system.
- Furnish and install a new PVI water heater, recirculation pump, expansion tank, venting, and associated domestic water piping, as shown.
- Proposal includes connecting the electrical services to your new heating equipment and water heater/pump, as specified. Includes an emergency boiler stop switch at the boiler room door, and (2) variable frequency drives serving (2) heating pumps.
- Proposal includes temperature controls upgrades serving your new equipment only, as specified.
- We plan to furnish and install a new check valve, pressure reducing valve, and bypass, to replace the existing components in the current makeup water line.
- We plan to modify and reconnect to the existing gas line at the boilers and water heater.

1-800-GO-HURST
1-800-464-8778
Fax (616) 785-7900
2330 Lake Ave
North Muskegon, MI 49445

- Proposal excludes: Gas pressure regulators (would be additional if necessary), asbestos abatement, performance bonds, and any new equipment pads (plan to utilize existing).
- Proposal includes: State boiler permit fees and inspection, labor and equipment to perform startup inspection and the State required CSD-1 boiler inspections.

Your Investment: $512,464.00

**As discussed with Rhoades Engineering, please add $17,500.00 to the base bid to remove all insulation and asbestos containing materials inside the boiler room from the piping, valves, fittings, tanks being removed. Be advised, it is unknown if the existing boiler vessels would require any asbestos abatement. The boiler insulation/gaskets etc. would need to be tested to make that determination.*

Thank you for the opportunity to prepare this quote for you. If we may be of service or if you have any questions, please feel free to call me at 231-286-3110.

Sincerely,

Adam Schultz
aschultz@hurstind.com
231-286-3110

Approval Signature	**PO#**	***Date***

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Water & Sewer Systems Debt Service Fee
Submitted By: Dan VanderHeide	Department: DPW

Brief Summary:

Staff requests authorization to institute a debt service fee for both the water and sewer systems, to appear monthly on each water bill to cover the debt payments by each system in the prior fiscal year.

Detailed Summary & Background:

On March 13, 2023 staff presented a synopsis of the water system finances including that the water system is expected to be in debt to other City funds by about $2,000,000 at the close of the 22-23 fiscal year. This is due to increasing costs of treatment and capital-intensive repairs to the system.

Staff presented different funding options, with consensus settling on a “debt service fee.” This would institute a fee on each water bill, the total of which would reimburse the system for the amount of debt paid in the prior fiscal year (for example, the fee proposed at this time will reimburse the system for the debt paid in the fiscal year ending June 30, 2022). Each year, staff will make an accounting of the amount of debt paid be each of the systems and will present adjustments to the fee for consideration by the Commission. This will more directly tie the projects the City performs to the amount of the water bill, and will allow the fee to be reduced as certain bonds or other debts fall off of the system books.

The fee will be distributed on a *meter equivalency basis*, meaning a typical residential account will pay the fee at a rate of “one,” while commercial and industrial accounts will pay the fee at a potentially higher rate depending on the size of their water meter. Irrigation accounts will not pay the fee, assuming they are tied to a domestic water account at the same address. Attached is a breakdown of the meter equivalency calculations using factors from the American Water Works Association (AWWA).

The water system paid $1,206,318.45 in debt payments for the fiscal year ending June 30, 2022, and the sewer system paid $473,493.59 for the same period. Using the attached chart, we anticipate the fee will be $6.09 per month for a residential account on the water system, and $2.39 per month for a residential account on the sewer system.

City Code states that the City Commission sets the water and sewer rates by resolution. The attached resolution will institute the fee and establish it at the rates described herein. The fee will need to be established by a similar resolution each year around this time to adjust the fee for the actual amount of debt incurred each year as described above.

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): 590 & 591 (Water & Sewer)	Fund(s) or Account(s): 590 & 591 (Water & Sewer)

Recommended Motion: I move approval of the included resolution establishing the Fiscal Year 2023-24 Debt Service Fees for the water and sewer system.

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

For City Clerk Use Only: Commission Action:

Meter Size	AWWA Capacity (GPM)	Factor with 3/4" Equivalent	Water Fee By Meter Size	Sewer Fee by Meter Size	Number of Metered Accounts	Water Debt Service Fee Collected	Sewer Debt Service Fee Collected	
Unknown		1.00	$ 6.08	$ 2.39	229	$ 16,707.84	$ 6,567.72	Assumed 3/4" or less
5/8 inch	20	1.00	$ 6.08	$ 2.39	10,109	$ 737,552.64	$289,926.12	Tied to 3/4" for Calculation
3/4 inch	30	1.00	$ 6.08	$ 2.39	1,872	$ 136,581.12	$ 53,688.96	
1 inch	50	1.67	$ 10.13	$ 3.98	289	$ 35,142.40	$ 13,814.20	
1-1/2 inch	100	3.33	$ 20.27	$ 7.97	185	$ 44,992.00	$ 17,686.00	Includes 6 1-1/4" Meters
2 inch	160	5.33	$ 32.43	$ 12.75	217	$ 84,439.04	$ 33,192.32	
3 inch	300	10.00	$ 60.80	$ 23.90	45	$ 32,832.00	$ 12,906.00	
4 inch	500	16.67	$ 101.33	$ 39.83	47	$ 57,152.00	$ 22,466.00	
6 inch	1,000	33.33	$ 202.67	$ 79.67	19	$ 46,208.00	$ 18,164.00	
8 inch	1,600	53.33	$ 324.27	$ 127.47	1	$ 3,891.20	$ 1,529.60	
10 inch	2,300	76.67	$ 466.13	$ 183.23	0	$ -	$ -	
12 inch	4,300	143.33	$ 871.47	$ 342.57	1	$ 10,457.60	$ 4,110.80	Includes all sizes above 12"
					13,014	$1,205,955.84	$474,051.72	

CITY OF MUSKEGON
RESOLUTION NO.________

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on June 27, 2023.

RECITALS

A review of the rates for sewer service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's sewer system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 30, 2023, to rescind City of Muskegon Resolution No. 2020-53(F), which was adopted July 28, 2020.

2. Charges for residential sewer service shall remain unchanged at a multiplier 1.90 of the rate the county bills the city for wastewater treatment effective July 1, 2020, with future rates to be adjusted as the county charges are adjusted. The monthly sewer administration charge shall remain unchanged at $3.00.

3. Charges for commercial/industrial sewer service shall continue to be billed at a rate of 1.25 times (1.25x) the city rate for residential sewer service. The monthly sewer administration charge shall remain unchanged to $3.00.

4. Charges for all non-metered residential sewer customers will be calculated based on an assumed usage rate of 12 hundred cu. ft. per month.

5. Unless there is a separate agreement specifying a different billing method, non-resident users of the city sewer system will be billed at a rate that is double (2x) the city rate for that class of user.

6. The monthly debt service fee is hereby established as $2.39 effective July 1, 2023, charged on a ¾-inch residential meter equivalency basis as described by the American Water Works Association (AWWA).

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: ________________________________
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 23rd day of June, 2020 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

CITY OF MUSKEGON
RESOLUTION NO.________

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on June 27, 2023.

RECITALS

A review of the rates for water service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's water system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 30, 2023, to rescind City of Muskegon Resolution No. 2018-53(F), which was adopted June 26, 2018

2. Charges for residential water service shall remain unchanged at $2.06 per hundred cubic feet.

3. The lead service line replacement fee shall remain unchanged at $5.00 per month per account.

4. The monthly debt service fee is hereby established as $6.08 effective July 1, 2023, charged on a ¾-inch residential meter equivalency basis as described by the American Water Works Association (AWWA).

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: ______________________________

Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 23rd day of June, 2020 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: DWRF Lead Water Line Engineering
Submitted By: Dan VanderHeide	Department: DPW
Brief Summary: Staff requests approval to enter into a contract with Prein & Newhof, Inc. for engineering services related to lead service line replacements under the DWRF program.	

Detailed Summary & Background: At the meeting on October 25, 2022, Commission authorized engineering services for several projects related to the FY23 DWRF & CWSRF program through the state. That authorization included approval for work in the Glenside Neighborhood, for the reconstruction of Wilcox, Thompson and Edgewater streets in the Bluffton neighborhood, for the reconstruction of Morton Avenue from Lincoln to Denmark in Lakeside, for repairs to the Harbour Towne and Edgewater lift stations also in Bluffton, and for the replacement of approximately 500 lead service lines in the City. The authorization included $1,319,600 in funds from the FY23, FY24 and FY25 budgets.

Prein & Newhof and DPW have recently discovered that while that item included the lead service line work in the description of the cover sheet, it did not include an actual proposal for that work – meaning the cost of the work was not included. Upon further review, a proposal by Prein & Newhof was found from January of this year in the amount of $296,400. Only the design portion of the proposal ($38,000) is funded by City funds-on-hand; the much larger construction engineering portion goes into the bond and qualifies for the principal forgiveness and other program benefits.

This work is critical to both our lead service line replacement efforts (required by state regulations and in the best interests of our residents and water system regardless), as well as to the DWRF program we have benefitted from lately. In fact, two weeks from now DPW staff will return with the final details of this program. Current information from EGLE indicates we expect to receive 75% forgiveness on the drinking water portion of the loan this year, potentially worth over $6,900,000 in grant and aid.

This year is the final year of three-year program whereby Prein & Newhof was selected as one of two firms to perform the City's state revolving fund work. Based on that process, Commission's prior support of this engineering work being awarded to Prein & Newhof, and the critical nature of this work that will lead, in part, to a substantial award of grant and aid from the state, staff requests this additional cost be awarded to Prein & Newhof.

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices and infrastructure.

Amount Requested: $296,000 (Total) $ 38,000 (Design/Cash) $258,400 (Construction/Bond)	Amount Budgeted: $150,000 is budgeted in FY24 for all DWRF and CWSRF engineering fees. Only the $38,000 design portion counts again this; the remainder will be bonded.
Fund(s) or Account(s): 591 (Water Fund)	Fund(s) or Account(s): 591 (Water Fund)

Recommended Motion: Authorize staff to modify the existing professional services agreement with Prein & Newhof for additional services related to the FY23 DWRF lead service line replacements.		
Approvals: Immediate Division Head ■ Other Division Heads ■	Legal Review ☐ Information Technology ☐ Communication ☐	Guest(s) Invited / Presenting Yes ☐ No ■
For City Clerk Use Only: Commission Action:		

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

January 18, 2023

Mr. Dan VanderHeide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

Re: Proposal for Professional Engineering Services for Drinking Water Revolving Fund (DWRF) 2023 Implementation for Lead Service Line Replacements

Dear Mr. VanderHeide:

We are submitting this proposal to provide professional engineering services to assist you with the FY 2023 Lead Service Line replacement project. This project will be funded through the DWRF loan and grant you will be receiving through the Michigan Department of Environmental, Great Lakes, and Energy (EGLE). It is our understanding that City is intending to contract out approximately 400 water service replacements and that you would like engineering design, bidding and construction phase services for this work.

We have developed the following scope of services assuming that the construction will be completed over a three-year period to provide optimal contractor availability, flexibility and the best pricing opportunities. We propose the following scope of services:

Design Phase

- Develop priority list for lead service line replacements in conjunction with City staff
- Prepare maps showing replacement areas
- Review locations in the field with City staff, if needed
- Prepare/update project technical specifications including specific DWRF requirements
- Prepare bidding and contract documents needed to meet City of Muskegon and EGLE/DWRF requirements
- Complete environmental and SHPO review as required by EGLE
- Review draft documents with EGLE staff and prepare final documents based on comments
- Assist City with communication with residents
- Assist City with Part I, II and III DWRF Application forms

Bidding Assistance

- Assist with advertising project to potential bidders
- Answer questions during bidding and issue addenda if needed
- Attend pre-bid meeting and prepare minutes
- Review and tabulate bids
- Review contractor references, if needed
- Prepare Notice of Award documentation to City and EGLE for project award

- Assist with finalizing and distributing signed contracts
- Prepare Notice to Proceed

Construction Phase

- Schedule and attend preconstruction meeting and prepare minutes
- Track and review submittals
- Assist with resident communications
- Provide construction observation services – We have assumed up to 300 hours of field observation per year, 15 hours per week over 20 weeks per year.
- Schedule and attend periodic progress meetings (up to 3 per year) and prepare minutes for each
- Project administration - Respond to RFIs, prepare payment applications and change orders – assumes 5 hours per week during the construction period noted above
- Assist with DWRF administration submittals
- Prepare punch lists and close out documents
- Complete service record drawings and update GIS following completion – includes city completed replacements

Fee

Based on the scope of work described above, we propose to complete the work for a not to exceed cost of $296,400 based on the assumptions and scope described above. Our hourly rates are adjusted each January. We propose to work on a time and expense basis. If the contractor does work in a shorter time than assumed, then our assumed hours will be less. Once the construction contracts are awarded and a construction schedule is provided, we will review the hours allocated for the construction phase services with you to determine whether adjustments need to be made.

If this proposal is acceptable to you, we will prepare a Professional Services Agreement for you. We look forward to working with you and your staff on this project. Should you have any questions, please contact us.

Sincerely,

Prein&Newhof

Barbara E. Marczak

Barbara E. Marczak, P.E.

Jason M. Washler, P.E.

Enclosures: Estimated work effort/fee

Professional Hours Worksheet

City of Muskegon DWRF - FY 23 Lead Service Line Replacements

Staff Member	Sen. PM II	PM	Sen Eng II	Sen Eng	CADD/GIS	Observer	Office Tech	Expense		Mileage	Total Cost
	Marczak	MH	Staff	Staff	Staff	TBD	Van Kuik	Item	Cost		
Design											
Kick-off Meeting	3	3	3							20	$1,500
Environmental Review		10		10				Rare Species	$3,000		$6,200
Water Service Research		5	20		10						$5,200
Lead Service Line Priority List	2	2	20		10						$5,100
Lead Service Specifications	4	15									$3,100
Review Meeting (1)	2	2	4							20	$1,300
Bidding Documents	5	10		10				Prints	$500		$4,400
Cost Estimates	1	5									$1,000
QA/QC	2	2									$700
Part I, II, and III DWRF Applications	20	2									$4,000
Design Subtotals	**39**	**56**	**47**	**20**	**20**	**0**	**0**		**$3,500**	**40**	**$32,500**
Bid Phase											
Advertise and Issue Bid Package		2					1				$400
Prebid Meeting/Minutes/Bidder Questions	2	2	5								$1,400
Addenda		1	4				1				$800
Attend Bid Opening	2	2								20	$700
Review Bids/Recommend Award	2	2	4				2				$1,400
Notice to Proceed / Contract Documents			2				2	Prints	$300		$800
Bid Phase Subtotals	**6**	**9**	**15**	**0**	**0**	**0**	**6**		**$300**	**20**	**$5,500**
Construction Engineering Services											
Preconstruction Meetings and Minutes	2	4		4						60	$1,600
Track and Review Submittals		10		60							$9,700
LSL Observation Year 1 (20 weeks @ 15 hr/week)						300		Prints/Misc	$200	1,000	$33,300
LSL Observation Year 2 (20 weeks @ 15 hr/week)						300		Prints/Misc	$200	2,000	$33,900
LSL Observation Year 3 (20 weeks @ 15 hr/week)						300		Prints/Misc	$200	2,000	$33,900
Project Administration/DWRF Assistance (30 months)	15	60		180							$36,600
Respond to RFIs		5		20							$3,500
Change Orders (10)		10		20							$4,300
Pay Apps (20)		20		60			21				$13,200
Progress Meetings/Minutes (assume 3 per year)	10	18		30						50	$8,800
Punch List Visits/Follow up (5)		6		20		20				100	$5,900
Record Plans/GIS update/Closeout	2	10		10	80	40					$20,000
Rate Adjustment over 4 years											$53,700
Construction Engineering Subtotals	**29**	**143**	**0**	**404**	**80**	**960**	**21**		**$600**	**5,210**	**$258,400**
Project Grand Total	**74**	**208**	**62**	**424**	**100**	**960**	**27**	**0**	**4,400**	**5,270**	**$296,400**

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: EGLE Brownfield Loan Application- City of Muskegon and The Meadows LLC
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: The City of Muskegon has been invited to submit an EGLE Brownfield Loan Application with The Meadows LLC as the Developer.

Fishbeck (the consultant) has submitted a proposal on behalf of the City of Muskegon for a $1M loan. The pre-vetting process for the EGLE Loan has been completed and The City of Muskegon is invited to apply for this project with The Meadows LLC as the developer.

Detailed Summary & Background:

The Harbor 31 project (as a whole redevelopment) is a planned mixed-use development on approximately 25 acres of Muskegon Lake waterfront in downtown Muskegon. Proposed uses include a hotel, 33-single and multifamily residential units, a two-story office building, 48 rental townhomes, two four-story buildings with grade level retail and apartments above, a 100-unit waterfront apartment building, a marina, and an in/out boat service sales and rental operation. For these uses to safely occur, significant due care measures are required to mitigate environmental concerns. Vapor barriers and venting systems are necessary beneath proposed site structures to prevent potential intrusion of harmful vapors. The cost to implement due care is significant and poses a threat to project completion. Brownfield funding will be used to complete due care activities for The Meadows and The Commons so that the development can be safely completed. The Meadows currently owns the property where The Commons are located. Eventually The Commons will split from The Meadows and form a separate LLC and Brownfield Plan.

Staff Comments:
The focus areas for this loan include the projects below:

- 170 Viridian Drive (The Meadows)- This parcel includes the development of 22 residential rental townhomes known as the Meadows at Harbor 31. Additional analytical testing is estimated at $25,000 for this parcel and includes the collection of soil, groundwater and/or soil gas samples across this parcel to determine if vapor mitigation is necessary at this parcel.
- 630 & 633 Terrace Street (The Commons East and West)- These parcels are located along the eastern and western sides of the
  entrance drive to the Harbor 31 Redevelopment. These parcels will each have a mixed-use building, approximately 30,000 square feet in size. Therefore, approximately 60,000 square feet of vapor mitigation is necessary on these parcels. It is anticipated that each building will need a below slab vapor barrier and/or active mitigation. The projected cost for vapor

mitigation system construction is approximately $8/sq foot, equating to an estimated $480,000.

- Total costs are expected to be $116,233,000. This includes assessment/investigation, demolition, abatement, due care activities, response activities, non-environmental public structure, Non-Environmental Site Preparation, Contingency (up to 15% of grant/loan), Administration (up to 3% of grant/loan), EGLE Project Sign (grant/loan requirement), Grant Closeout Report (grant/loan requirement), Capital Investment (whole site), and State of Michigan Budget Appropriation.

The applicant for the EGLE Brownfield Loan is the City of Muskegon. The applicant project contact will be Contessa Alexander. The applicant signing authority will be Jonathan Seyferth. The project consultant is Kirk Perschbacher, Fishbeck. The project contact will be responsible for the day to day operations, working closely with the entire team. This person will work with the project consultant to send in quarterly invoices to EGLE for reimbursement. The applicant signing authority will legally sign off on all documents on behalf of The City of Muskegon. The proper vetting for this Loan has been completed and The City of Muskegon is invited to apply.
The following documents will be required with the application:

- A resolution adopted by the city, verifying that the city is willing to accept the loan
- A Development / Reimbursement Agreement

Goal/Focus Area/Action Item Addressed:

DESTINATION COMMUNITY & QUALITY OF LIFE, ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS

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

Recommended Motion: I move to approve the attached resolution for the City of Muskegon to apply for the EGLE Brownfield Loan application with The Meadows LLC as the Developer and authorize the Mayor and Clerk to sign.

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

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

Guest(s) Invited / Presenting

Yes	■
No	☐

For City Clerk Use Only:

Commission Action:

City of Muskegon

RESOLUTION OF SUPPORT to

APPLY FOR A LOAN TO BE USED AT
The Meadows and The Commons- Harbor 31 Redevelopment

WHEREAS, City of Muskegon will apply for a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Loan in the amount of $1,000,000, to support real estate rehabilitation project at The Meadows and The Commons, The Meadows LLC; and

WHEREAS, the purpose of the EGLE Brownfield Loan is to provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities; and

WHEREAS, City of Muskegon will enter into a Loan Agreement with EGLE to borrow $1,000,000 to The Meadows LLC; and

WHEREAS, the real estate rehabilitation projects are key to meeting the ongoing housing needs of our community; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes the application of a loan in the amount of $1,000,000 to be used at The Meadows and The Commons.

Ayes:

Nayes:

Absent:

Motion Approved.

I HEREBY CERTIFY, that the foregoing is a Resolution duly make and passed by Twenty-Seventh Day of June at their regular meeting held on Tuesday, June 27th, 2023, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present

_________________________________ Dated: _________________________

Ken Johnson, Mayor

_________________________________ Dated: _________________________

Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: EGLE Brownfield Loan Application- Downtown Development Authority, Parkland Properties of Michigan, 965 W. Western Ave., 920 & 930 Washington Ave.
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: The Downtown Development Association (DDA) has been invited to submit an EGLE Brownfield Loan Application with Parkland Properties of Michigan as the Developer for 965 W. Western Ave., 920 & 930 Washington Ave (Shaw Walker Project).

Environmental Resource Group (the consultant) submitted a proposal on behalf of the DDA for a $1M loan. The pre-vetting process for the EGLE Loan has been completed and the DDA is invited to apply for this project with Parkland Properties of Michigan as the developer.

Detailed Summary & Background:

There are considerable costs related to the environmental activities for the former Shaw Walker Furniture property. The developer is seeking $1,000,000 from the EGLE Brownfield Redevelopment Program ($1M loan). These funds will offset some of the environmental costs for the activities that are described below.

- Vapor mitigation systems for the existing building
- Vapor mitigation system performance monitoring and reporting
- Asbestos and hazardous materials abatement
- Consultant oversight and reporting

Proposed schedule for eligible activities:

- The project is expected to begin in the fall of 2023 with vapor system pilot testing and the start of asbestos / hazardous materials abatement.

The project will result in adaptive reuse of nearly 630,000 square feet of dilapidated former industrial space into a lively mixed-use development. The project is projected to result in over $120 million in tax capture over 20 years between property taxes and new income taxes.

Staff Comments:
The applicant for the EGLE Brownfield Loan/ Grant is the City of Muskegon Downtown Development Authority. The applicant project contact will be Peter Wills. The applicant signing authority will be Jonathan Seyferth. The project consultant is Jackie Freiberg, Environmental Resources Group.

The project contact will be responsible for the day to day operations, working closely with the entire team. This person will work with the project consultant to send in quarterly invoices to EGLE for reimbursement.
The applicant signing authority will legally sign off on all documents on behalf of the DDA.
The proper vetting for this Loan has been completed and the DDA is invited to apply. The following documents will be required with the application:

- A resolution adopted by the city, verifying that the city is willing to accept the loan
- A Development Agreement is underway.

Goal/Focus Area/Action Item Addressed:

DESTINATION COMMUNITY & QUALITY OF LIFE, ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS

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

Recommended Motion: I move to approve the attached resolution for the DDA to apply for the EGLE Brownfield Loan application with Parkland Properties of Michigan as the Developer and authorize the Mayor and Clerk to sign.

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

For City Clerk Use Only:

Commission Action:

City of Muskegon

RESOLUTION OF SUPPORT to

APPLY FOR A LOAN TO BE USED AT
965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE. -Parkland Properties of Michigan

WHEREAS, Downtown Development Authority will apply for a Michigan Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Loan in the amount of $1,000,000, to support real estate rehabilitation project at 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE, Parkland Properties of Michigan; and

WHEREAS, the purpose of the EGLE Brownfield Loan is to provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities; and

WHEREAS, Downtown Development Authority will enter into a Loan Agreement with EGLE to borrow $1,000,000 to 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE; and

WHEREAS, the real estate rehabilitation projects are key to meeting the ongoing housing needs of our community; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes the application of a loan in the amount of $1,000,000 to be used at 965 W. WESTERN AVE., 920 & 930 WASHINGTON AVE.

Ayes:

Nayes:

Absent:

Motion Approved.

I HEREBY CERTIFY, that the foregoing is a Resolution duly make and passed by Twenty-Seventh Day of June at their regular meeting held on Tuesday, June 27th, 2023, at 5:30 p.m. in the City of Muskegon Commission Chambers (933 Terrace Street, 49440), with a quorum present

_________________________________ Dated: _________________________
Ken Johnson, Mayor

_________________________________ Dated: _________________________
Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Public Hearing- Brownfield Plan Amendment, 880 1st St., 216 West Clay Ave.
Submitted By: Contessa Alexander	Department: Economic Development

Brief Summary: 880 First Street, LLC has submitted a Brownfield Plan Amendment for the 880 1st Street Rehabilitation & New Construction Project- a mixed- use redevelopment project located at 880 1st St., and 216 West Clay Ave.

Detailed Summary & Background:

880 1st Street Rehabilitation & New Construction Project is a mixed- use redevelopment project with a total capital investment of $28.8 million. The projects eligible property is approximately 0.49 acres that consists of one parcel and a small portion of another adjacent (880 1st St. and 216 W. Clay Avenue. The property is considered an eligible facility as defined by Act 381.

The total number of new jobs is 109, which includes construction and support staff, managerial and administrative employees. There will be 1,384 rentable square feet commercial business space containing a retail/service provider, 7,700 rentable square feet multi-purpose/co-working and event space, and 57 multifamily residential apartments offering attainable workforce housing (units between 80% and 120% of the AMI according to current MSHDA affordability guidelines). Vertical construction is scheduled to begin in the Spring 2024 and anticipated to be completed by Summer 2026. The total estimated plan capture for eligible activities is for 35 years, 2025-2059.

After the project is completed the total new taxes received by taxing units is $2,366.873, total captured by the BRA is $6,201,788, and total new taxes is $8,568,661.

During the 35 years tax capture period, the total tax capture is $13,481,830 which includes local taxes (to be reimbursed to the developer for eligible activities) of $5,225,029, state school taxes (to be reimbursed to the developer for eligible activities) at $6,935,640, State of Michigan Brownfield Redevelopment Fund (MBRF) (Maximum of 25-Year period for tax capture) of $274,220, BRA Local Brownfield Revolving Fund of $872,283, and the Brownfield Redevelopment Authority (BRA) Administration of $174,658.

Eligible activities will include EGLE eligible activities such as assessments, due care planning, and due care activities. MSF non-environment activities eligible activities include demolition, lead/asbestos activities, infrastructure improvements, and site preparation activities. The plan includes a 15% contingency for environmental and non- environmental activities and 5% in interest.

The Brownfield Redevelopment Authority approved the Brownfield Plan on June 13th, 2023.

Goal/Focus Area/Action Item Addressed:

<table>
<tr><td>Amount Requested:</td><td>Amount Budgeted:</td></tr>
<tr><td>Fund(s) or Account(s):</td><td>Fund(s) or Account(s):</td></tr>
<tr><td colspan="2">Recommended Motion: I move to close the Public Hearing and approve the resolution for the Brownfield Plan Amendment for the 880 1st Street Rehabilitation & New Construction Project authorizing the City Clerk and City Mayor to sign.</td></tr>
<tr><td>Approvals: Get approval from division head at a minimum prior to sending to the Clerk.
Immediate Division Head ☐ Information Technology ☐
Other Division Heads ☐ Communication ☐
Legal Review ☐</td><td>Guest(s) Invited / Presenting
Yes ■
No ☐</td></tr>
<tr><td colspan="2">For City Clerk Use Only:
Commission Action:</td></tr>
</table>

City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

880 1st Street Rehabilitation & New Construction Project

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 13th day of June 2023 at 10:30 a.m., prevailing Eastern Time.

PRESENT: M. Bottomley, K. Reid, B. Hastings, J. Beigler, D. Pollock, H. Johnson, J. Seyferth

ABSENT: M. Kleaveland, J. Wallace Jr., J. Moore, H. Sytsema, S. Black, B. Tarrant

The following preamble and resolution were offered by Member J. Seyferth and supported by Member: D. Pollock

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the 880 1st Street Rehabilitation & New Construction Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the 880 1st Street Rehabilitation & New Construction Project and recommends the approval of the Brownfield Plan Amendment by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests city personnel to provide a notice of

Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: M. Bottomley, K. Reid, B. Hastings, J. Riegler, M. Johnson, J. Seyferth, D. Pollock

NAYS:

RESOLUTION DECLARED ADOPTED.

Martha Jane Bottomley

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on June 13th, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Martha Jane Bottomley

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT

880 1st Street LLC, (880 1st St, 216 W. Clay Ave.)

City of Muskegon

County of Muskegon, Michigan

Minutes of a regular meeting of the Board of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 27 day of June, 2023 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by __________and supported by __________.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment; and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendment, to the City Commission requesting its approval of the Brownfield Plan Amendment; and

WHEREAS, not less than 10 days has passed since the City Commission provided notice of the proposed Brownfield Plan to the taxing units; and

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on July 27, 2021.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.

4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Brownfield Plan in the form presented is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Ken Johnson, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on June 27th, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

____
Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 27, 2023	Title: Transmittal of 2023-24 Proposed Budget
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary:	
Detailed Summary & Background: Summary: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2023-24 which starts July 1, 2023. 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 detail with staff at the June 12, 2023 work session. A public hearing on the budget was held at the regular Commission meeting on June 13, 2024. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June. The budget can be viewed at this link.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the proposed budget for fiscal year 2023-24	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ☐ Legal Review ■	Guest(s) Invited / Presenting Yes ☐ No ■
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
RESOLUTION OF APPROPRIATION
2023-24 BUDGET

WHEREAS, the City Manager has submitted a proposed Budget for 2023-24 in accordance with City Ordinance and Michigan Public Act 621 of 1978 known as the "Uniform Budgeting and Accounting Act"; and,

WHEREAS, the 2023-24 proposed Budget has been reviewed by the City Commission following a public hearing for which due notice was given; NOW, THEREFORE, BE IT RESOLVED that the Budget for the City of Muskegon for the fiscal year beginning July 1, 2023 is hereby determined and adopted as follows:

GENERAL FUND

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
101-101	City Commission	$147,376
101-103	City Promotions & Public Relations	$182,223
101-266	City Attorney	$420,000
101-172	City Manager	$714,619
101-252	Support to Outside Agencies	$574,426
101-215	City Clerk & Elections	$836,450
101-269	Employee Relations	$325,164
101-202	Finance Administration	$752,641
101-203	Pension Administration	$2,857,808
101-205	Income Tax Administration	$485,142
101-257	Assessing Services	$430,000
101-288	Information Systems Administration	$699,693
101-253	City Treasurer	$729.654
101-272	Insurance Premiums	$810,000
101-906	Debt Retirement	$1,081,004
101-999	Transfers to Other Funds	$1,430,000
101-301	Police	$11,498,377
101-336	Fire	$4,412,794
101-387	Building Code Inspections and Enforcement	$2,406,083
101-265	City Hall Maintenance	$474,279
101-446	Community Event Support/Downtown BID	$172,871
101-448	Streetlighting	$310,000
101-521	Sanitation	$2,570,612
101-550	Stormwater Management	$24,250
101-567	Cemeteries Maintenance	$598,103
101-772	Parking Operations	$432,617
101-773	Social District	$46,528
101-751	Recreation	$340,419
101-770	Parks Maintenance	$2,633,060

101-757	McGraft Park Maintenance	$117,651
101-771	Forestry	$28,000
101-701	Planning, Zoning and Economic Development	$554,263
101-901	Major Capital Improvements	$582,700
	Grand Total General Fund Appropriations	$38,688,306

OTHER BUDGETED FUNDS

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
202,204	Major Streets and State Trunklines	3,785,937
203	Local Streets	2,078,392

BE IT FURTHER RESOLVED that the revenues and other financing sources (including use of prior year balances) for Fiscal Year 2023-24 are estimated as follows:

GENERAL FUND

FUND/ACTIVITY NAME	AMOUNT
Taxes	$ 18,592,474
State Revenues	6,649,318
Fees	5,166,675
All Building Permits	1,456,000
Beach Parking	800,000
Public Safety Revenue	586,600
Operating Transfers In	430,000
Indirect Costs	1,748,335
Fund Balance Drawdown	990,501
Other Revenue	3,258,904
Total General Fund Revenue	$39,678,807

OTHER BUDGETED FUNDS

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
202,204	Major Streets and State Trunklines	5,060,000
203	Local Streets	1,907,500

BE IT FURTHER RESOLVED that the operating expense projections for the following non-budget funds are hereby approved:

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
305	TIFA Debt Service	$50,000
394	Downtown Development Authority Debt	635,802
250	Local Finance Development Authority Debt	108,824
235	Brownfield Redevelopment Authority (Betten)	7,300
237	Brownfield Redevelopment Authority (Former Mall)	255,685
298	Brownfield Redevelopment Authority (Terrace Point)	375,300
252	Farmers Market & Kitchen 242	453,286
254	Trinity Health Arena	2,222,898
404	Public Improvement Fund	2,449,000
482	State Grants Fund	1,500,000
590	Sewer	10,738,972
591	Water	12,797,624
594	Marina/Launch Ramp	617,022
661	Equipment	4,110,420
642	Public Service Building	2,316,058
643	Engineering Services Fund	795,108
677	General Insurance Fund	3,253,694

BE IT FURTHER RESOLVED, that there is hereby appropriated for said fiscal year the several amounts set forth above which, pursuant to the "Uniform Budget and Accounting Act", define the City of Muskegon's appropriation centers, and

BE IT FURTHER RESOLVED, that the City Manager is hereby empowered to transfer appropriations within appropriation centers, and

BE IT FURTHER RESOLVED, that there is hereby levied a general tax as herein fixed on each

dollar of taxable valuation for the purposes herein outlined, said levy to be applied on all taxable real and personal property in the City of Muskegon as set forth in the assessment roll dated May 2023:

PURPOSE		MILLAGE (MILLS)
	General Operating	9.7880
	Sanitation Service	2.9364
	Promotion	.0674
	Total	12.7918

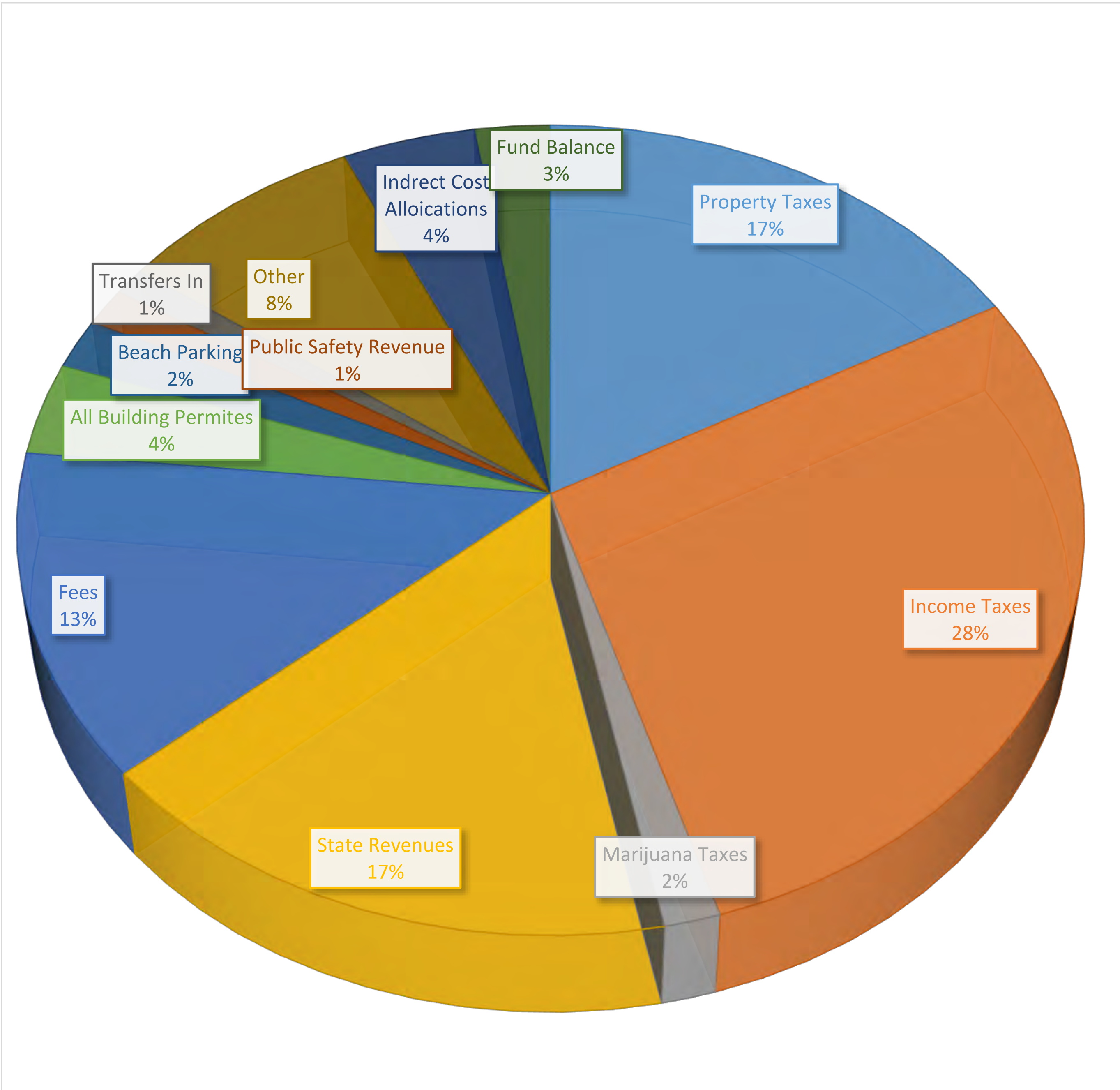
At a meeting of the City Commission of the City of Muskegon, on the _____ Day of June , the foregoing resolution was moved for adoption by__________________. Commissioner ___________________ supported the motion.

Resolution declared adopted.

_________________________________ Mayor

_________________________________ City Clerk

GENERAL FUND REVENUE ALLOCATION



WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date:June 27, 2023	Title:Distribution of Master Plan to Notice Group
Submitted By: Mike Franzak	Department: Planning

Brief Summary:

The Planning Commission has prepared the proposed master plan update and is submitting it to the City Commission for distribution to the notice group for a 63-day review.

Detailed Summary & Background:

The notice group includes the planning commissions of all contiguous local units of government, the Muskegon County Board of Commissioners, each public utility company, railroad company, and public transportation company in the City, and any other governmental entity that has requested to be notified.

The plan can be viewed at this link.

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion:

To approve distribution of the proposed master plan to the notice group for a 63-day review period.

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

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

Guest(s) Invited / Presenting

Yes ☐

No ☐

For City Clerk Use Only:

Commission Action:

Resolution No. _______

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING DISTRIBUTION OF PROPOSED MASTER PLAN

WHEREAS, the Michigan Planning Enabling Act (MPEA) authorizes the Planning Commission to prepare a Master Plan for the use, development and preservation of all lands in the City, and

WHEREAS, the MPEA authorizes the Planning Commission to update a Master Plan, and

WHEREAS, the Planning Commission prepared a proposed Master Plan update and submitted the plan to the City Commission for review and comment, and

WHEREAS, on June 27, 2023, the City Commission received and reviewed the proposed Master Plan prepared by the Planning Commission and authorized distribution of the Master Plan to the Notice Group entities identified in the MPEA, and

WHEREAS, the Notice Group will have 63 days to review the proposed Master Plan amendments and make comments to City staff, and

WHEREAS, after the 63-day notice period, a public hearing will be held to adopt the Master Plan update; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

The City Commission approves the distribution of the Master Plan amendments to the Notice Group for a 63-day review period.

Adopted this 27th Day of June 2022.

Ayes:

Nays:

Absent:

BY: _________________________________
Ken Johnson
Mayor

ATTEST: _________________________________
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on June 27, 2023.

____

Ann Meisch
Clerk