

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 9, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
 - A. Recognition of Spring 2015 Citizen's Academy Graduates. PUBLIC SAFETY**
- ☐ **INTRODUCTIONS/PRESENTATION:**
- ☐ **CITY MANAGER'S REPORT:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes CITY CLERK**
 - B. Fireworks Display Permit for Muskegon Country Club CITY CLERK**
 - C. 2015-2016 Michigan Municipal League Membership Dues CITY CLERK**
 - D. CDBG Program Administration Agreement – City of Muskegon/City of Norton Shores PLANNING & ECONOMIC DEVELOPMENT**
 - E. Extension of Vinyl Siding Supplier Contract for Fiscal Year 2015-2016 COMMUNITY AND NEIGHBORHOOD SERVICES DEPARTMENT**
 - F. Extension of Vinyl Siding Installer Contracts for Fiscal Year 2015-2016 COMMUNITY AND NEIGHBORHOOD SERVICES DEPARTMENT**
 - G. Scale for DPW Loader DPW/Equipment**
 - H. City-MDOT Agreement; Latimer Dr. Resurfacing; Port City to Black Creek ENGINEERING**
 - I. Resolution in Support of Floodplain Management PLANNING & ECONOMIC DEVELOPMENT**
 - J. Amendment to the City Code of Ordinance – Floodplain Management ORDINANCE - PLANNING & ECONOMIC DEVELOPMENT**

☐ **PUBLIC HEARINGS:**

A. Transmittal of 2015-2016 Proposed Budget CITY MANAGER

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC PARTICIPATION:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

Date: June 9, 2015

To: Honorable Mayor and City Commissioners

From: Director Jeffrey Lewis

RE: Recognition of Spring 2015 Citizen's Academy Graduates

SUMMARY OF REQUEST:

RESOLUTION
RECOGNITION OF SPRING 2015 CITIZEN'S ACADEMY GRADUATES

WHEREAS, the City Commission desires to provide citizens with a better understanding of the functions of law enforcement, dispelling misconceptions and increasing positive communication between citizens and police; and

WHEREAS, it is the desire of the Muskegon City Commission to encourage cooperation between the public and law enforcement to positively impact our communities;

NOW, THEREFORE, BE IT RESOLVED, that the Muskegon City Commission hereby congratulates and recognizes:

Evan Bluhm
Amber Carlston
Thomas Clark
Sheryl Coleman
Sandra Dodd
Floyd Dodd
Edward Elleson
Harvey Donnell
Phillip Hirschy

Joseph Ingalls Jr.
Stephanie Johnson
Tyler LeFear
Brianna Pond
Clifford Scott
Tyler Slamkowski
Celia Strasser
Matthew Tripp

for their faithful attendance, completion and graduation from the 10 week
Spring 2015 Citizen's Police Academy

Given on behalf of the Muskegon City Commission this 9th day of June, 2015.

Stephen J. Gawron, Mayor

STAFF RECOMMENDATION:

Approve - Director Jeffrey Lewis

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: June 4, 2015

We have a number of items on the agenda, and I thought you could use a little background on some of them as you prepare for our meeting next week.

1. Under the consent agenda, we are asking the Commission to approve:
 - a. Last meeting's minutes.
 - b. Approval of a fireworks display at Muskegon Country Club on July 3rd. This is an annual event hosted by the country club, and it does not conflict with the July 4th fireworks display planned for Heritage Landing.
 - c. Approval of our 2015-16 MML Dues. There was a slight increase over last year.
 - d. Approval of an agreement to continue administering CDBG programing for Norton Shores. The agreement is similar to those of previous years, except that this agreements calls for a minimum payment to our City that would be in effect even if Norton Shores' CDBG funding was significantly reduced.
 - e. Approval of our vinyl siding supplier for the 2015-16 and 2016-17 plan years. The supplier and cost are unchanged from the previous year.
 - f. Approval of our vinyl siding installer for the 2015-16 and 2016-17 plan years. The supplier and cost are unchanged from the previous year.
 - g. Approval of the purchase of a scale for the DPW loader. This scale is necessary to help us account for the amount of salt being loaded into trucks and used throughout the city.
 - h. Approval of the MDOT Agreement to resurface Latimer Dr. from Port City to Black Creek. We should have contractor bids back later this week. If they end up coming in substantially more than the engineer's estimate, we will be able to share those new figures are the work session next week to seek direction as to how the Commission would like to proceed.
 - i. Resolution in support of floodplain management. As part of Federal requirements to maintain our city's property owners' eligibility for Federal flood insurance, we are required to pass this Resolution acknowledging that we intend to manage our floodplain areas in the manner consistent with Federal guidelines/rules.
 - j. Approval of an amendment to the City code of ordinances related to floodplain management. Again, this is a required ordinance change in order to maintain our eligibility for Federal Flood Insurance.

2. New Business

Approval of the 2015-16 Proposed Budget. This will also be on the Work Session agenda, which is where we plan to make the full presentation to Commissioners. Please bring your full budget booklets to the Work Session.

If there are questions on any agenda items, please try to let staff know in advance, and we will be sure to have the appropriate data/research available at the meeting.

A handwritten signature in black ink, appearing to read "Frank Peterson". The signature is fluid and cursive, with the first name "Frank" being more legible than the last name "Peterson".

Frank Peterson
City Manager

Date: June 9, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the May 26th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 26, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, May 26, 2015.

Mayor Gawron opened the meeting with prayer from Pastor Tim Cross from Living Word Church of Muskegon after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Gawron, Vice Mayor Lawrence Spataro, Commissioners Johnson, Hood, German, Rinsema-Sybenga, and Turnquist, and City Clerk, Ann Meisch.

2015- 38 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the May 11th Commission Worksession Meeting, and the May 12th City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Muskegon High School Community Officer Agreement. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the City Commission review and approve the agreement between the City of Muskegon Police Department and the Muskegon Public Schools.

The agreement is for a Community Officer at the High School during the 2015-2016 school year.

FINANCIAL IMPACT: This agreement is a three percent increase from last year's (2014-2015) agreement.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approving the agreement between the City of Muskegon Police Department and the Muskegon Public

Schools for a Community Officer for the school year 2015-2016.

C. Memorandum of Understanding – Justice Assistance Grant. PUBLIC SAFETY

SUMMARY OF REQUEST: The Director of Public Safety requests that the Commission authorize the Director and the City Manager to enter into an agreement with the City of Muskegon Heights and Muskegon County in regards to the disbursement of the FY 2015 Justice Assistance Grant. It is further requested that the Mayor be authorized to sign the Memorandum of Understanding. Note that time is of the essence as this grant requires a 30-day governing body review period before the grant submission, and the grant deadline is June 26.

Although the Bureau of Justice Assistance has designated us as being in a disparate funding situation due to the County providing more than 50% of the jail facilities, our proposal is to keep the allocations exactly as they initially came down from the BJA which is as follows: County of Muskegon \$0; City of Muskegon \$26,168, and City of Muskegon Heights \$17,363. Note the BJA uses crime data versus population in making these allocation decisions.

The City of Muskegon's portion is planned to be used in continuation of the manner in which the previous year's JAG funding was used which is for the prosecution of city ordinance cases dealing primarily with neighborhood issues. A prosecutor was hired specifically for this under a previous fiscal year JAG Grant.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of this request.

Motion by Commissioner Hood, second by Commissioner German to approve the Consent Agenda as read.

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

Nays: None

MOTION PASSES

2015-39 NEW BUSINESS:

A. Amendments to the Zoning Ordinance to Implement Form Based Code. PLANNING & ECONOMIC DEVELOPMENT

STAFF RECOMMENDATION: Staff-initiated request to make the following amendments to the zoning ordinance as part of adopting form based codes for downtown:

- a. Amend Article XX and create a Form Based Code overlay district.
- b. Remove Article XII, B-3 Central Business district.

- c. Amend Article III, Section 300 and remove B-3, Central Business district.
- d. Amend Article III and add a new section, 305, to direct people to the Article XX, the new Form Based Code section.
- e. Amend the zoning map and add a new Form Based Code district.
- f. Amend the zoning districts table of heights and yards to remove all references to B-3; remove minimum heights in note #4, remove reference to B-3 in note #6; add a row called Form Based Code and an asterisk that indicates that all dimensional standards shall be per the Form Based Code, Article XX.
- g. Amend Article XXIII to add item 5 to Section 2301 to state that the scope and applicability of the Form Based Code is contained in Sections 2001.02 and 2002.00.
- h. Amend Section 2326 and remove item 12, Downtown Parking Overlay and remove reference to overlay in item 13 and remove Figure 23-2.
- i. Amend Section 2334 and remove reference to B-3 in item 7.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the zoning ordinance amendments.

COMMITTEE RECOMMENDATION: The Planning Commission unanimously recommended approval at their regular meeting in May.

Motion by Vice Mayor Spataro, second by Commissioner Johnson to approve the Amendment to the Zoning Ordinance to implement Form Based Code

ROLL VOTE: Ayes: Gawron, Spataro, German, Rinsema-Sybenga, Turnquist, and Johnson

Nays: None

Absent: Hood

MOTION PASSES

Motion by Vice Mayor Spataro, second by Commissioner Johnson to reconsider the Amendment to the Zoning Ordinance to implement Form Based Code

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

Nays: None

MOTION PASSES

Motion by Vice Mayor Spataro, second by Commissioner Johnson to approve the Amendment to the Zoning Ordinance to implement Form Based Code

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Comments were received by the public.

2015-40 CLOSED SESSION: Attorney-Client Privileged Communications and Property Acquisition.

Motion by Vice Mayor Spataro, second by Commissioner Hood to go into closed session to discuss Attorney-Client Privileged Communications and Property Acquisition.

ROLL VOTE: Ayes: Spataro, German, Rinsema-SYbenga, Turnquist, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Hood to come out of closed session.

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:59 p.m.

Respectfully submitted,

Ann Marie Meisch, MMC
City Clerk

Date: June 9, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Meisch, City Clerk
RE: Fireworks Display Permit for Muskegon Country Club

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 3, 2015, at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

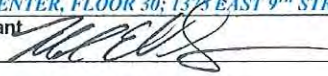
STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of insurance.

APPLICATION FOR FIREWORKS DISPLAY PERMIT
Michigan Department of Energy, Labor, & Economic Growth
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

2015

Authority: 1988 PA 358
Compliance: Voluntary
Penalty: Permit will not be issued

The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.

☒ PUBLIC DISPLAY		☐ AGRICULTURAL PEST CONTROL	Date of Application <i>04/09/15</i>
Name of Applicant <i>MELROSE PYROTECHNICS, INC.</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>		Age (18 or over)
If a Corporation, Name of President <i>MICHAEL CARTOLANO</i>	Address <i>P.O. BOX 302, KINGSBURY, IN 46345</i>		
If a Non-resident Applicant: Name of MI Attorney or Resident Agent <i>MIKE VAN LOO</i>	Address <i>P.O. BOX 123; 9019 W. BELDING RD. SUITE 3, BELDING, MI 48809</i>		Phone No. <i>(616) 794-0205</i>
Name of Pyrotechnic Operator <i>MIKE VAN LOO</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age (18 or over) <i>44</i>
No. Years Experience No. Displays <i>20 YEARS 260+</i>	Where <i>MICHIGAN, ILLINOIS, INDIANA</i>		
Name of Assistant: <i>MARIANNE NICKEL</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age <i>58</i>
Name of Other Assistant: <i>LORI NICKEL</i>	Address <i>P.O. BOX 123, BELDING, MI 48809</i>		Age <i>37</i>
Exact Location of Proposed Display <i>Muskegon Country Club Grounds</i>			
Date of Proposed Display <i>July 3, 2015</i>		Time of Proposed Display <i>Dusk</i>	
No. Of Fireworks	Kind of Fireworks to be Displayed		
<i>Approximately 700</i>	<i>Aerial display shells ranging in size from 1 1/4 inches to 4 inches in diameter.</i>		
Manner & Place of Storage Prior to Display (Subject to Approval of Local Fire Authorities)			
<i>NO STORAGE NECESSARY, DELIVERED ON DATE OF DISPLAY</i>			
Amount of Bond of Insurance (to be set by local gov't) <i>\$5,000,000.00</i>		Name of Bonding Corporation or Insurance Company <i>BRITTON-GALLAGHER & ASSOCIATES</i>	
Address of Bonding Corporation or Insurance Company <i>ONE CLEVELAND CENTER, FLOOR 30; 1375 EAST 9TH STREET, CLEVELAND, OHIO 44114</i>			
Signature of Applicant 		<i>For Melrose Pyrotechnics, Inc.</i>	

SEE OTHER SIDE FOR INSTRUCTIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2015

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No):
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B: Everest National Insurance Company	10120
	INSURER C: Travelers Indemnity Co	25658
	INSURER D: Maxum Indemnity Company	26743
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 211237760

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	SI8ML00042-151	1/15/2015	1/15/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$500,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		SI8CA00025-151	1/15/2015	1/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
D	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$		EXC6017975	1/15/2015	1/15/2016	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	0323N491 (MI)	4/1/2015	4/1/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
		N/A				E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

DISPLAY DATE: July 3, 2015

LOCATION: Muskegon Country Club, Muskegon, Michigan

ADDITIONAL INSURED: Muskegon Country Club; City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

CERTIFICATE HOLDER

CANCELLATION

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

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Date: June 9, 2015
To: Honorable Mayor and City Commissioners
From: Ann Meisch, City Clerk
**RE: 2015-2016 Michigan Municipal League
Membership Dues**

SUMMARY OF REQUEST: Approval to pay the 2015-2016 MML dues in the amount of \$9,647. This is an increase of \$152.

FINANCIAL IMPACT:

MML Dues	\$8,770
Legal Defense Fund	<u>\$ 877</u>
Total	\$9,647

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval.



michigan municipal league

Better Communities. Better Michigan.

May 18, 2015

Ms. Ann Marie Cummings
City Clerk
Muskegon
933 Terrace St.
PO Box 536
Muskegon, MI 49443-0536

Dear Ms. Cummings,

Thank you for your continued participation and support of the Michigan Municipal League. The League is *your* advocate for all the important issues facing local government. With the continuing challenges we face in Lansing and Washington, our work for you is even more critical. The League is leveraging our access to key leadership to fight on key issues like transportation funding, and increased revenue sharing. This past year the League was able to achieve 100% replacement for lost PPT dollars, a goal once thought unattainable. We will continue to fight for you on the issues that matter most, and support every member by leading advocacy efforts in support of municipal issues. Our Legal Defense Fund is providing advocacy of a different type as they continue to work to protect your interests in the courts and regulatory arena.

The League will remain on the cutting edge, helping forge a new Michigan. The League's Center for 21st Century Communities (21c3) is working to assist local officials in identifying, developing, and implementing programs and strategies to enhance our member communities' ability to be vibrant places for the 21st century. We provide low-cost, high quality education programs ranging from place to effective and efficient governance.

The League's Board of Trustees recognizes the strained financial conditions present in many Michigan communities. We have worked very hard over the last several years to keep dues low, resulting in *savings of over 30%*. This year we are passing along a modest 1.6% inflationary adjustment to League dues.

The true power of the League comes from the combined voices of communities across Michigan. Together we can make a real difference. Your Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,

Daniel P. Gilmartin
Executive Director & CEO

Richard W. Bolen
President, 2014-2015

Enc.



michigan municipal league

Member Benefits at a Glance

Advocacy of Municipal Issues

Legislative Advocacy – expert advocacy and dedicated representation at the state and federal levels on municipal issues
Legislative Committees – member advisory committees help shape League-wide positions on important matters
Legislative Link E-Newsletter – a weekly rundown of legislative activity
Inside 208 Blog – timely conversations on legislative and advocacy issues

Information

Inquiry Service – information and custom research on your municipal questions
Center for 21st Century Communities (21c3) – tools to better position your community for the 21st century
Directory of Michigan Municipal Officials – annual listing of elected and key appointed city and village officials
The Review – bimonthly magazine geared specifically to the municipal audience
Wage and Salary Database – searchable database of 143 titles, available to respondents of the annual online survey

Educational Opportunities (*member rates apply*)

Convention and Capital Conference – gain tools to improve your community and receive the latest Lansing updates
Seminars and workshops – on-site and online training opportunities
Elected Officials Academy – certification program designed to help elected officials lead in the 21st century

Documents on the League's Website

CrowdfundingMi.com – information and training on this important economic development tool
E-Books, including: *Handbook for Municipal Officials* and *Handbook for General Law Village Officials*
One-Pager *Plus* Fact Sheets – easy to read summaries of common municipal topics
Sample contracts, ordinances, policies, resolutions, and Request for Proposals (RFPs)

Insurance Programs (*premiums apply*)

League Workers' Compensation Fund
League Liability and Property Pool
League Sponsored BCBSM Program
Unemployment Compensation Fund

Savings and Vendor Services

Natural Gas Purchasing Program – a program designed to reduce your gas utility costs
Telecommunications – cut your telecom costs by partnering with Abilita, a telecommunications consulting leader
U.S. Communities Government Purchasing Alliance – favorable pricing to various products and services
Business Alliance Program – vendors who provide services to the municipal market

Additional League Services (*member rates apply*)

CDL Drug and Alcohol Testing Consortium – random testing program in accordance with DOT regulations
Classified Ads – municipal job openings, as well as items for sale, on the League's website
Consulting Services – draw on the League's expertise for your management consulting needs
Executive Search Service – recruit the League to facilitate your executive search process
Legal Defense Fund (LDF) – legal assistance to LDF member municipalities in cases that have statewide impact



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2015 - 2016

Muskegon

ID: 347

Date: 05/01/2015

Membership Period: 07/01/2015 - 06/30/2016

Current Balance

* MML Dues	8,770.00
** Legal Defense Fund	877.00
	\$9,647.00

Total Due by July 01, 2015:
\$9,647.00

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

See what the League can do for you by visiting www.mml.org

Michigan Municipal League
P.O. Box 7409
Ann Arbor, MI 48107-7409
800-653-2483

Commission Meeting Date: June 9, 2015

Date: June 2, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: CDBG Program Administration Agreement- City of Muskegon/City of Norton Shores

SUMMARY OF REQUEST: The City of Muskegon has contracted with the City of Norton Shores to administer their Community Development Block Grant (CDBG) program since 2006. The current Agreement concludes on June 30, 2015. The new Agreement includes some minor changes (such as ensuring reporting is consistent with Federal requirements, liens are recorded, and administration payment be not less than \$22,000), and extends the Agreement for two years (through June 30, 2017).

FINANCIAL IMPACT: The City of Norton Shores will pay the maximum allowable CDBG costs per program year to the City of Muskegon (minimum amount of \$22,000), minus \$1,000 to administer their CDBG program.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the attached Agreement and authorize the Mayor and City Clerk to sign.

CDBG Program Administration Agreement

Between the
City of Norton Shores
And
City of Muskegon

An agreement made and entered into this _____ day of _____, 2015, by and between the City of Muskegon; a Michigan municipal corporation ("Muskegon"), and the City of Norton Shores, a Michigan municipal corporation ("Norton Shores"), with reference to the following facts;

Background

Norton Shores desires that Muskegon assume responsibilities for the administration of the Norton Shores' Community Development and Block Grant ("CDBG") Program.

Therefore, the parties agree as follows:

1. **Administration of CDBG Program.** Muskegon agrees to assume responsibility for the preparation and submission of the following CDBG documents on behalf of Norton Shores:
 - a. Federal Application 424, narratives, project tables, certifications, Environmental Summary, Combined Notice of no Significant Findings and Intent to Release Funds.
 - b. Five-Year Consolidated Plan, Annual Plans, Consolidated Annual Performance and Evaluation Report, publish hearing notice narratives, reports including performance measures criteria (using CPMP format).
 - c. Semi-Annual Labor Standard Enforcement Report (form 4710).
 - d. Contract and Subcontract Activity Report (form 2516).
 - e. Prepare CDBG liens for projects, in accordance with HUD guidelines and regulations, as well as any other applicable Norton Shores requirements.
 - f. IDIS reporting will be done by the City of Muskegon. Norton Shores will continue to do its own draw-downs.
 - g. Compliance with NEPA and Part 58, and the Environmental Certifications compliance included in HUD Form 7015.15.

Muskegon shall provide a copy of the above reports to Norton Shores upon completion. Norton Shores will continue to publish its own public notices and record their liens with the County.

2. **Terms of CDBG Fund Payments.** Muskegon shall submit quarterly payment requests for release of CDBG funds to Norton Shores' Finance Department, and Norton Shores shall remit payment within 10 days of a payment request by Muskegon.
3. **Administration Fee.** Norton Shores shall pay Muskegon the maximum CDBG allowable costs minus \$1,000 (for legal work, etc.) per program year for administration of CDBG program, but not less than \$22,000. Payment shall be made by way of quarterly payments beginning on July 1, 2015.

4. **Terms of the Contract.** The parties agree that this contract shall be effective July 1, 2015 through June 30, 2017. In addition, either party may terminate this Agreement at any time, and for any reason, upon 45 days written notice to the other party. Upon termination of the contract, Muskegon shall owe Norton Shores a pro rata return of the unearned Administration Fee paid to date.
5. **Building Inspection.** Norton Shores' Building Inspection Department will perform all inspections for CDBG projects and submit the inspection reports to Muskegon for inclusion in the relevant project file.
6. **General Provision.**
 - a. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.
 - b. **Severability.** Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.
 - c. **Assignment or Delegation.** Neither party may assign all or any portion of its rights and obligations in this Agreement without the express prior written approval of the other party which approval may be withheld for any reason.

City of Muskegon

City of Norton Shores

By _____
Stephen J. Gawron, Mayor

By _____
Gary Nelund, Mayor

By _____
Ann-Marie Cummings, Clerk

By _____
Lynne A. Fuller, Clerk

Commission Meeting Date: June 9, 2015

Date: June 2, 2015

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

**Re: Extension of Vinyl Siding Supplier Contract for Fiscal Year
2015 - 2016**

SUMMARY OF REQUEST: To approve the extension of the contract with Keene Lumber Company to be the Vinyl Siding Supplier for 2015-2016 fiscal year. Keene Lumber has agreed to honor the existing contract price of \$46.95 (forty-six dollars and ninety-five cents) per building square for both white and color siding.

FINANCIAL IMPACT: Funding will be disbursed from the 2015-2016 Community Development Block Grant Vinyl Siding fund.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Citizens District Council during the 2015 – 2016 allocation period.

2014-2015 CDBG - Vinyl Siding Suppliers

Bid Results

Item	Home Acres Bldg	Keene	Sethco	Average	Low	High
Per Square (White)	\$50.00	\$46.95	\$47.00	\$47.98	\$46.95	\$50.00
Per Square (Color)	\$51.00	\$46.95	\$49.00	\$48.98	\$46.95	\$51.00
J-Channel (White)	\$3.70	\$3.80	\$3.10	\$3.53	\$3.10	\$3.80
J-Channel (Color)	\$3.70	\$3.80	\$3.10	\$3.53	\$3.10	\$3.80
F-Channel (White)	\$6.07	\$5.95	\$7.50	\$6.51	\$5.95	\$7.50
F-Channel (Color)	\$6.07	\$5.95	\$7.50	\$6.51	\$5.95	\$7.50
Undersill (PC) (White)	\$3.40	\$4.10	\$3.40	\$3.63	\$3.40	\$4.10
Undersill (PC) (White)	\$3.40	\$4.10	\$3.40	\$3.63	\$3.40	\$4.10
O/S Corner (PC) White	\$14.00	\$14.25	\$10.25	\$12.83	\$10.25	\$14.25
O/S Corner (PC) White	\$14.00	\$14.25	\$10.25	\$12.83	\$10.25	\$14.25
J-Block (White)	\$5.30	\$5.95	\$5.30	\$5.52	\$5.30	\$5.95
J-Block (Color)	\$5.30	\$5.95	\$5.30	\$5.52	\$5.30	\$5.95
Recessed J-Block (White)	\$6.00	\$7.75	\$5.80	\$6.52	\$5.80	\$7.75
Recessed J-Block (Color)	\$6.00	\$7.75	\$5.80	\$6.52	\$5.80	\$7.75
J-Vent (White)	\$10.25	\$15.00	\$9.00	\$11.42	\$9.00	\$15.00
J-Vent (Color)	\$10.25	\$15.00	\$9.00	\$11.42	\$9.00	\$15.00
Intake Louver (White)	\$16.75	\$17.00	\$12.50	\$15.42	\$12.50	\$17.00
intake Louver (Color)	\$16.75	\$17.00	\$12.50	\$15.42	\$12.50	\$17.00
10' Starter Strip (Alum)	\$3.25	\$2.95	\$3.00	\$3.07	\$2.95	\$3.25
10' Starter Strip (Steel)	\$3.25	\$3.95	\$3.61	\$3.60	\$3.25	\$3.95
Soffit 0.19/Solid (White)	\$13.00	\$12.00	\$12.80	\$12.60	\$12.00	\$13.00
Soffit 0.19/Solid (Color)	\$13.00	\$12.00	\$12.80	\$12.60	\$12.00	\$13.00
Soffit 0.19/Vented (White)	\$13.00	\$12.00	\$12.80	\$12.60	\$12.00	\$13.00
Soffit 0.19/Vented (Color)	\$13.00	\$12.00	\$12.80	\$12.60	\$12.00	\$13.00
Fascia .024/4' (White)	\$7.00	\$6.99	\$6.95	\$6.98	\$6.95	\$7.00
Fascia .024/4' (Color)	\$7.00	\$6.99	\$6.95	\$6.98	\$6.95	\$7.00
Fascia .024/6' (White)	\$8.70	\$9.25	\$8.95	\$8.97	\$8.70	\$9.25
Fascia .024/6' (Color)	\$8.70	\$9.25	\$8.95	\$8.97	\$8.70	\$9.25
Fascia .024/8' (White)	\$11.00	\$11.95	\$11.75	\$11.57	\$11.00	\$11.95
Fascia .024/8' (Color)	\$11.00	\$11.95	\$11.75	\$11.57	\$11.00	\$11.95
Trim Coil .019 (White)	\$73.50	\$69.50	\$65.00	\$69.33	\$65.00	\$73.50
Trim Coil .019 (Color)	\$73.50	\$69.50	\$65.00	\$69.33	\$65.00	\$73.50
1 ½" #25 box	N/A	N/A	\$25.00	\$25.00	\$25.00	\$25.00
1 ½" #30 box	\$33.00	\$29.95	\$20.00	\$27.65	\$20.00	\$33.00
1 ¾" #25 box	N/A	N/A	\$25.00	\$25.00	\$25.00	\$25.00
1 ¾" #30 box	\$34.00	\$31.50	\$30.00	\$31.83	\$30.00	\$34.00
2" #25 box	N/A	N/A	\$25.00	\$25.00	\$25.00	\$25.00
2" #30 box	\$35.00	\$30.95	\$30.00	\$31.98	\$30.00	\$35.00
Trim Nails #1 box (White)	\$7.25	\$7.95	\$7.00	\$7.40	\$7.00	\$7.95
Trim Nails #1 box (Color)	\$7.25	\$7.95	\$7.00	\$7.40	\$7.00	\$7.95
Caulk (White)	\$5.30	\$2.95	\$5.00	\$4.42	\$2.95	\$5.30
Caulk (Clear)	\$5.30	\$3.25	\$5.00	\$4.52	\$3.25	\$5.30
Caulk (Color)	\$5.30	\$2.95	\$5.00	\$4.42	\$2.95	\$5.30
Backerboard (Fanfold)	\$28.00	\$30.00	\$25.00			
Backerboard (Core board)	N/A	\$30.00	N/A			
House Wrap 9'x100' *	\$56.00	\$58.00	\$60.00			
Typar 9'x100'	N/A	\$111.60	N/A			
Tyvek 9'x100'	N/A	\$129.90	N/A			

Commission Meeting Date: June 9, 2015

Date: June 2, 2015

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

**Re: Extension of Vinyl Siding Installer Contracts for
Fiscal Year 2015 - 2016**

SUMMARY OF REQUEST: To authorize Community and Neighborhood Services to extend the contracts through June 30, 2016 to Mark Tucker Construction, 1620 Fruitvale Rd., Holton, MI, and Cutting Edge, 766 Chatterson Road, Muskegon, MI to install vinyl siding at an agreed price of \$50.00 (fifty dollars) per building square for the Vinyl Siding Program's 2015 – 2016 fiscal year.

FINANCIAL IMPACT: Funding will be disbursed from the 2015-2016 Community Development Block Grant Vinyl Siding fund up to June 30, 2016.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To approve request.

COMMITTEE RECOMMENDATION: The funding for the Vinyl Siding Program was approved by the Citizens District Council and City Commission during the 2015 – 2016 allocation period.

2014-2015 CDBG - Vinyl Siding Installers

Bid Results

	MARK TUCKER	CUTTING EDGE	SCHMIDT ROOFING	Average	Low	High
	1620 Fruitvale Holton, MI	766 Chatterson Muskegon, MI	332 W. Southern Muskegon, MI			
Siding/Estimate <i>(per sq)</i>	\$37.00	\$50.00	\$85.00	\$57.33	\$37.00	\$85.00
Fascia <i>(per ft)</i>	\$1.00	\$1.00	\$190.00	\$64.00	\$1.00	\$190.00
Soffit <i>(per ft)</i>	\$1.00	\$1.00	\$3.00	\$1.67	\$1.00	\$3.00
Door Wrap <i>(each)</i>	\$20.00	\$25.00	\$25.00	\$23.33	\$20.00	\$25.00
Windows Wrap <i>(each)</i>	\$20.00	\$25.00	\$25.00	\$23.33	\$20.00	\$25.00
Wood <i>(per ft)</i>	\$1.00	\$1.00	\$2.75	\$1.58	\$1.00	\$2.75
Treated Wood/Cedar <i>(per ft)</i>	\$1.00	\$1.00	\$3.95	\$1.98	\$1.00	\$3.95
Fan Fold <i>(per sq)</i>	\$11.00	\$10.00	\$11.00	\$10.67	\$10.00	\$11.00
Tyvek Cap <i>(per sq)</i>	\$11.00	\$10.00	\$11.00	\$10.67	\$10.00	\$11.00
Tyvek Cap <i>(per ft)</i>	\$1.00	\$1.00	\$11.00	\$4.33	\$1.00	\$11.00

Date: 6/9/15

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Scale for DPW Loader

SUMMARY OF REQUEST:

Authorize staff to purchase to Purchase (1) Portable scale from Michigan CAT the sole source provider to match our Loader.

FINANCIAL IMPACT:

\$11,648.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase (1) portable scale from Michigan CAT the sole source provider to match our Loader.

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Date: June 9, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
**RE: City – MDOT Agreement;
Latimer Dr. Resurfacing; Port City to Black Creek**

SUMMARY OF REQUEST:

Approve the attached contract with MDOT for the resurfacing of Latimer between Port City & Black Creek and approve the attached resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT:

MDOT's participation is limited to the approved federal funds of \$240,000. The estimated total construction cost is \$297,500 plus engineering cost.

BUDGET ACTION REQUIRED:

none at this time

STAFF RECOMMENDATION:

Approve the attached contract and resolution authorizing the mayor & clerk to sign both.

COMMITTEE RECOMMENDATION:

RESOLUTION _____

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR THE RESURFACING OF LATIMER FROM PORT CITY BLVD. TO BLACK CREEK RD. TOGETHER WITH OTHER NECESSARY RELATED WORK ITEMS AND AUTHORIZATION FOR MAYOR STEPHEN J. GAWRON AND CITY CLERK, ANN CUMMINGS, TO EXECUTE SAID CONTRACT

Moved by _____ and supported by _____

Commissioner _____ that the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **15-5281** between the Michigan Department of Transportation and the City of Muskegon for the **Resurfacing of Latimer from Port City to Black Creek** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **15-5281** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this _____ day of _____, 2015.

BY _____

Stephen J. Gawron, Mayor

ATTEST _____

Ann Cummings, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on _____, **2015**. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____
Ann Cummings, City Clerk

STP

DA

Control Section	STUL 61121
Job Number	123931A
Project	STP 156I(010)
Federal Item No.	HK 0325
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	15-5281

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 12, 2015, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along Latimer Drive from Port City Boulevard to Black Creek Road; including grading, hot mixed asphalt paving and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$240,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds,

shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous

substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available

funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the

REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



205
5/13/15

APPROVED BY:
for [Signature]
Administrator
Real Estate

5/13/2015
Date

May 12, 2015

EXHIBIT 1

CONTROL SECTION	STUL 61121
JOB NUMBER	123931A
PROJECT	STP 1561(010)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost

\$297,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST

\$297,500

Less Federal Funds*

\$240,000

BALANCE (REQUESTING PARTY'S SHARE)

\$ 57,500

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Commission Meeting Date: June 9, 2015

Date: June 3, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Resolution in Support of Floodplain Management

SUMMARY OF REQUEST:

Request for approval of a resolution in support of floodplain development reporting to the Federal Emergency Management Agency (FEMA) to be included in the National Flood Insurance Program (NFIP) for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within the city.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the floodplain development resolution.

COMMITTEE RECOMMENDATION:

None

MICHIGAN COMMUNITY RESOLUTION TO
MANAGE FLOODPLAIN DEVELOPMENT
FOR THE NATIONAL FLOOD INSURANCE PROGRAM

WHEREAS, the community of the City of Muskegon in Muskegon County desires to participate in the Federal Emergency Management Agency's (FEMAs) National Flood Insurance Program (NFIP) by complying with the program's applicable statutory and regulatory requirements for the purposes of significantly reducing flood hazards to persons, reducing property damage, and reducing public expenditures, and providing for the availability of flood insurance and federal funds or loans within its community, and

WHEREAS, the NFIP requires that floodplain management regulations must be present and enforced in participating communities, and utilize the following definitions which also apply for the purposes of this resolution:

1. Flood or Flooding means:
 - a. A general and temporary condition of partial or complete inundation of normally dry land areas from: 1) the overflow of inland or tidal waters, 2) the unusual and rapid accumulation or runoff of surface waters from any source, 3) mudflows, and
 - b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding, as defined in paragraph (a)(1) of this definition.
2. Flood Hazard Boundary Map (FHBM) means an official map of a community, as may have been issued by the FEMA, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zone A, M, and/or E.
3. Floodplain means any land area susceptible to being inundated by water from any source (see definition of flooding).
4. Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
5. Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power that provide standards for the purpose of flood damage prevention and reduction.
6. Structure means a walled and roofed building that is principally above ground, gas or liquid storage facility, as well as a mobile home or manufactured unit.

WHEREAS, the Stille-Derossett-Hale Single State Construction Code Act”, Act No. 230 of the Public Acts of 1972, as amended (construction code act), along with its authorization of the state construction code composed of the Michigan Residential Code and the Michigan Building Code [and its Appendices (specifically Appendix G)] and the Michigan Rehabilitation Code for Existing Buildings contains floodplain development and management regulations that comply with the FEMA NFIP minimum floodplain management criteria for flood prone areas, as detailed in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3, and

WHEREAS, by the action dates of this document or an existing historical ordinance adoption action dated June 9, 2015, the community affirms/accepted the responsibility to administer, apply, and enforce the provisions of the construction code act and the state construction code, specifically the Michigan Residential Code and the Michigan Building Code, to all construction within its community boundaries, and

NOW THEREFORE, to maintain eligibility and continued participation in the NFIP,

1. The community directs its construction code act designated enforcing agency, The Planning Department, to administer, apply, and enforce the floodplain management regulations as contained in the state construction code (including Appendix G) and to be consistent with those regulations by:
 - a. Obtaining, reviewing, and reasonably utilizing flood elevation data available from federal, state, or other sources pending receipt of data from the FEMA to identify the flood hazard area and areas with potential flooding.
 - b. Ensuring that all permits necessary for development in floodplain areas have been issued, including a floodplain permit, approval, or letter of no authority from the Michigan Department of Environmental Quality under the floodplain regulatory provisions of Part 31, "Water Resources Protection," of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
 - c. Reviewing all permit applications to determine whether the proposed building sites will be reasonably safe from flooding. Where it is determined that a proposed building will be located in a flood hazard area or special flood hazard area, the construction code act enforcing agent shall implement the following applicable codes according to their terms:
 1. Floodplain management regulation portions and referenced codes and standards of the current Michigan Residential Code.
 2. Floodplain management regulation portions and referenced codes and standards of the current Michigan Building Code.
 3. Appendix G of the current Michigan Building Code.
 4. Floodplain management regulation portions and referenced codes and standards of the current Michigan Rehabilitation Code for Existing Buildings.
 - d. Reviewing all proposed subdivisions to determine whether such proposals are reasonably safe from flooding and to ensure compliance with all applicable floodplain management regulations.
 - e. Assisting in the delineation of flood hazard areas; providing information concerning uses and occupancy of the floodplain or flood-related erosion areas, maintaining

floodproofing and lowest floor construction records, cooperating with other officials, agencies, and persons for floodplain management.

- f. Advising FEMA of any changes in community boundaries, including appropriate maps.
 - g. Maintaining records of new structures and substantially improved structures concerning any certificates of floodproofing, lowest floor elevation, basements, floodproofing, and elevations to which structures have been floodproofed.
2. The community assures the Federal Insurance Administrator (Administrator) that it intends to review, on an ongoing basis, all amended and revised FHBMs and Flood Insurance Rate Maps (FIRMs) and related supporting data and revisions thereof and revisions of 44 CFR, Part 60, Criteria for Land Management and Use, and to make such revisions in its floodplain management regulations as may be necessary to continue to participate in the program.
 3. The community further assures the Administrator that it will adopt the current effective FEMA Flood Insurance Study (FIS), FHBMs, and/or the FIRMs by reference within its Floodplain Management Map Adoption Ordinance or similarly binding ordinance documentation.

Community: _____ Date Passed: _____

Officer Name: _____ Title: _____

Signature: _____ Date: _____

Witness Name: _____ Title: _____

Signature: _____ Date: _____

Commission Meeting Date: June 9, 2015

Date: June 3, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the City Code of Ordinance – Floodplain Management

SUMMARY OF REQUEST:

Staff initiated request to amend the City Code of Ordinances to include a floodplain management ordinance, which is a new requirement by the Federal Emergency Management Agency (FEMA) as part of adoption of the new Flood Insurance Rate Maps that will be effective July 6, 2015. The Planning Department will serve as the designated enforcement agency.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the floodplain management ordinance.

COMMITTEE RECOMMENDATION:

None

ORDINANCE ADDRESSING FLOODPLAIN MANAGEMENT PROVISIONS OF THE STATE CONSTRUCTION CODE

Community Name: City of Muskegon, County: Muskegon

Ordinance number _____

An ordinance to designate an enforcing agency to discharge the responsibility of the City of Muskegon located in Muskegon County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

The City of Muskegon ordains:

Section 1. AGENCY DESIGNATED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Planning Department of the City of Muskegon is hereby designated as the enforcing agency to discharge the responsibility of the City of Muskegon under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The City of Muskegon assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.

Section 2. CODE APPENDIX ENFORCED. Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the jurisdiction of the community adopting this ordinance.

Section 3. DESIGNATION OF REGULATED FLOOD PRONE HAZARD AREAS. The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled "Muskegon County, Michigan (All Jurisdictions)" and dated July 6, 2015 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26121C; 0144D, 0163D, 0164D, 0165D, 0252D, 0254D, 0256D, 0257D, 0258D, 0259D, 0276D, 0277D, 0278D, 0279D, and 0285D

dated 7/6/2015 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

Section 4. REPEALS. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 5. PUBLICATION. This ordinance shall be effective after legal publication and in accordance with the provisions of the Act governing same.

Adopted this 9th day of June, 2015.

This ordinance duly adopted on June 9, 2015 at a regular meeting of the City Commission of the City of Muskegon and will become effective June 19, 2015.

Signed on _____ by _____, Ann Cummings,
Clerk of the City of Muskegon.

Attested on _____ by _____, Stephen J.
Gawron, Mayor of the City of Muskegon

Commission Meeting Date: June 9, 2015

Date: June 3, 2015
To: Honorable Mayor and City Commissioners
From: City Manager
RE: Transmittal of 2015-16 Proposed Budget

SUMMARY OF REQUEST: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2015-16 which starts July 1, 2015. Both hardcopy and electronic versions of the budget have been distributed to Commissioners. Additionally, the budget is available for public inspection on the City's website and at the City Clerk's office or Hackley Public Library.

The proposed budget will be reviewed in detail with staff at the June 8th work session. A public hearing on the budget will be held at the regular Commission meeting the following evening on June 9th. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

FINANCIAL IMPACT: The budget is the City's financial plan for the coming fiscal year.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval of the proposed budget for fiscal year 2015-16.