

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 28, 2015

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS AND AWARDS:**
 - A. Deyonta Davis – Mr. Basketball Trophy.
- **INTRODUCTIONS/PRESENTATION:**
- **CITY MANAGER'S REPORT:**
- **CONSENT AGENDA:**
 - A. Approval of Minutes. CITY CLERK
 - B. Special Event Request – Catamaran Racing Association of Michigan (CRAM) – Request to allow overnight camping at Pere Marquette Park (in conjunction with their annual Catamaran sailing regatta). COMMUNITY AND ECONOMIC DEVELOPMENT
 - C. Amendment to the Zoning Ordinance PLANNING AND ECONOMIC DEVELOPMENT
 - D. Consideration of Bids for: H-1697 GETTY ST., EVANSTON TO APPLE AVE. ENGINEERING
 - E. Cemetery Management System/GIS. DEPARTMENT OF PUBLIC WORKS
 - F. Agreement for Grant Management Services for United States Environmental Protection Agency (USEPA) Shoreline Cities Green Infrastructure Grant Project. PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
 - G. Turnkey Network Solutions – METRO Act Permit. ENGINEERING
 - H. Purchase of (5) Fire Portable Radios (Grant/Match). DEPARTMENT OF PUBLIC SAFETY
 - I. Approval of the Use & Maintenance of City Owned Property at 1499 Hoyt St. PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

☐ **PUBLIC HEARINGS:**

A. Public Hearing for 2015-2016 Action Plan. COMMUNITY AND NEIGHBORHOOD SERVICES

☐ **COMMUNICATIONS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. 2015-16 Healthcare & Wellness Program FINANCE DEPARTMENT

☐ **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.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: April 23, 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 Honors and Awards, we will present Deyonta Davis with an award and sign for winning the 2015 Mr. Basketball Trophy.
2. Under the consent agenda, we are asking the Commission to approve:
 - a. Last meeting's minutes.
 - b. A special event request for CRAM – this is an annual occurrence.
 - c. An amendment to the zoning ordinance to allow for commercial sales in certain urban farming settings.
 - d. Approval of Bids for the Getty Street Reconstruction Project.
 - e. Authorization to invest in a cemetery GIS management system.
 - f. A grant agreement with the USEPA to assist with the costs of certain green infrastructure.
 - g. Approval of a metro act permit with Turnkey Network Solutions.
 - h. The purchase of 5 portable radios for the fire department – this is a grant match, and was budgeted in the current FY.
 - i. Approval of an agreement to allow the vacant city lot at 1499 Hoyt to be used as a community garden.
3. Under Hearings/Other/New Business we have four topics for discussion:
 - a. We will host a public hearing on the 2015-16 CNS Action Plan.

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.

Date: April 22, 2015
To: Honorable Mayor and City Commissioners
From: Ann Marie Cummings, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the April 13, 2015 Commission Worksession Meeting, and the April 14, 2015 City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

City of Muskegon
City Commission Worksession
April 13, 2015
City Commission Chambers
5:30 PM

MINUTES

2015-14

Present: Commissioners German, Rinsema-Sybenga, Gawron, Johnson, Turnquist, and Spataro.

Absent: Hood

Public Act 422 of 2014 – Cemetery Perpetual Care Funds

Derrick Smith, Finance Director, presented the Commission with information about the opportunity for the City to establish a Cemetery Perpetual Care Fund. Public Act 422 of 2014, which was signed by the Governor, allows a municipality that has a municipally owned cemetery to establish and maintain an irrevocable endowment and perpetual care fund as a component fund within a community foundation, by entering into an irrevocable agreement with the community foundation.

Robert Chapla, Vice President of Development for the Community Foundation of Muskegon, gave some history on this effort stating that discussion began with the City of Muskegon's former finance director, Tim Paul. John Schrier, Muskegon's City Attorney, participated in drafting the legislation for this act. Mickey Knight, our lobbyist in Lansing, was a key person to getting the legislation passed.

There was discussion about how this fund will create a source of funds to be exclusively used for the care and maintenance of cemeteries owned and operated by the city. Currently, a portion of the funds allocated for care and maintenance of cemeteries is earning 2-3% annually, and less than 1%, annually. Most recently, an investment with the community foundation has earned an average of 7.94% over 5 years.

This item will be on the April 14, 2015 Commission Meeting Agenda for consideration by the Commission.

Any Other Business

Child Abuse Council of Muskegon

Muskegon County Prosecutor, D.J. Hilson, appeared before the Commission as the President of the Child Abuse Council of Muskegon to propose an event to be held downtown at the same time that Bike Time is being held in Fruitport Township, July 16-19, 2015. They are calling the event "Steel Horse Rally for Kids". The Child Abuse Council was approached by Ron Madison, a downtown business owner, to discuss the possibility of holding the event to entertain the thousands of visitors the downtown anticipates that weekend.

This event is meant to complement Bike Time's event and enhance visitor's experience. Bike Time currently has a special event permit to close several streets downtown but has no plans to offer vendors, entertainment, or food. The Child Abuse Council is proposing to assume the cost of the street closing, etc. and add vendors, food, and entertainment if Bike Time chooses not to provide these activities. The L.C. Walker Arena will be utilized during this event as well.

Bike Time has until April 15, 2015 to submit their plans for the downtown. The Commission indicated they would make no determinations until the Bike Time plan was received.

P.I.L.O.T.

The subject of P.I.L.O.T's was raised and there was some discussion regarding a policy change to eliminate P.I.L.O.T projects. The research and statistics on this matter need to be updated so the Commission can make an informed decision on this matter. It was decided the matter would be scheduled for a Legislative Policy meeting.

Adjournment.

Motion by Commissioner Rinsema-Sybenga, seconded by Vice Mayor Spataro to adjourn at 7:15 p.m.

MOTION PASSES

**Ann Marie Cummings, MMC
City Clerk**

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 14, 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, April 14, 2015.

Mr. George Monroe opened the meeting with prayer after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Lawrence Spataro, Commissioners Willie German, Dan Rinsema-Sybenga, Byron Turnquist, Ken Johnson, Commissioner Eric Hood, City Manager Franklin Peterson, City Attorney John Schrier, and City Clerk Ann Marie Cummings.

2015-24 HONORS AND AWARDS:

A. 2014 Outstanding Citizenship Awards. – Andy O’Riley and Charlotte Johnson were each recognized for receiving the 2014 Outstanding Citizenship Award. The award plaques were presented at a Rotary Luncheon.

2015-25 INTRODUCTIONS/PRESENTATION:

A. Presentation by Lake Hawks. The Lake Hawks appeared at the meeting to thank the commission for their support this past season, the commission was presented with autographed Lake Hawks Publications. The Lake Hawks won their final four and finished in the top 12 in the nation.

2015-26 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the March 28, 2015 City Commission Meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes

B. National Bike to Work Week Resolution. CITY CLERK

SUMMARY OF REQUEST: The City Commission is asked to adopt the resolution supporting National Bike to Work Week June 15 through June 19, 2015.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve the resolution.

C. Request to Fly the Norwegian Flag. CITY CLERK

SUMMARY OF REQUEST: Sons of Norway are requesting permission to fly the Norwegian Flag at City Hall beginning Friday, May 15th, 2015 at 9:00 a.m. through the weekend, to be taken down the morning of Monday, May 18, 2015 in honor of Norway's Constitution Day (Independence Day), which falls on Sunday, May 17, 2015.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.

E. Rix Stix Pronto Pups and Rix Stix Eats Concession Contract for City of Muskegon Parks. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Staff is asking permission to enter into a 1-year contractual agreement with Ralph "Rick" Paine III of Rix Stix Pronto Pups/Rix Beach Eats, at various City of Muskegon Parks/Facilities, located within the City of Muskegon, and as determined by staff, to sell pronto pups and various other food items from two mobile trucks. Concessionaire is also requesting that a 50' interval/distance between vendors be considered.

FINANCIAL IMPACT: Concession revenue is 10% of gross receipts. Commission revenue is unknown at this time as this is the first year in business for the Concessionaire at City of Muskegon Parks.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize DPW staff to enter into concession agreement with Ralph "Rick" Paine III of Rix Stix Pronto Pups/Rix Beach Eats.

F. 2015/16 Water Treatment Sodium Hypochlorite Bids. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Recommend endorsement of lowest responsible bidder to supply sodium hypochlorite for the water filtration plant.

FINANCIAL IMPACT: Annual cost of \$73,590 (based on average annual water pumped to mains plus increased estimated treatment cost for Norton Shores/Fruitport).

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends the Mayor and City Commission endorse the low bid received and allow staff to enter into a contract with Alexander Chemical for sodium hypochlorite for one year, beginning April 14, 2015.

G. Permanent Traffic Control Order – Install a permanent “STOP” sign at Indiana Avenue and Harbor Towne Circle per Traffic Control Work Order #17-(2015). DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Authorize staff to install a permanent “Stop” sign at the Southwest corner of Indiana Avenue and Harbor Towne Circle per Traffic Control Work Order # 17-(2015)

FINANCIAL IMPACT: Cost of signs/posts and man-power to install, if approved.

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize DPW staff to install a “Stop” Sign at Indiana Avenue and Harbor Towne Circle per Traffic Control Work Order # 17-(2015)

H. 2015 Pavement Marking Program. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST: Staff is requesting permission to enter into a 1-year contractual agreement with Michigan Pavement Marking (MPM) of Wyoming, MI for Centerline Painting and Advanced Pavement Marking (APM) of West Olive, MI for Special Pavement Markings. This contract bid was awarded by the Muskegon County Road Commission (MCRC) and for local agencies in the Muskegon County Pavement Marking Group to enter into with MPM and APM with each member billed separately by MPM and APM for painting services requested.

FINANCIAL IMPACT: Estimated costs for 2015 are \$25,000 for both Centerline painting and Specialty Markings. Approximately \$20,334 in 2011 was spent for centerline painting/special pavement markings with \$16,008 in 2012, \$16,999 in 2013 and \$16,013 in 2014 spent for centerline painting only, through previous bids/contracts with MCRC and MPM.

BUDGET ACTION REQUIRED: None, contractual work has been budgeted for in the Highway Majors budget.

STAFF RECOMMENDATION: Approve request to enter into a 1-year contract with Michigan Pavement Markings for Centerline Painting and Advanced Pavement Markings for Special Pavement Markings.

K. DPW Fleet Replacement Vehicles. DEPARTMENT OF PUBLIC WORKS/
EQUIPMENT

SUMMARY OF REQUEST: The Equipment division is seeking permission to purchase 2 (two) DPW fleet vehicles, one for the Highway Department as a construction vehicle and the other for the Parks Department.

BUDGET ACTION REQUIRED: None. This is the amount budgeted for.

FINANCIAL IMPACT: One ton \$26,395.00 and Three quarter ton \$21,395.00

STAFF RECOMMENDATION: Authorize staff to purchase 2 (two) fleet replacement vehicles from Gorno Ford the Mi Deal State contract holder.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga to approve the Consent Agenda as read with the exception of Items D, I, and J.

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

Nays: None

MOTION PASSES

2015-27 ITEMS REMOVED FROM CONSENT AGENDA:

D. PA 422 of 2014 – Cemetery Perpetual Care Fund. FINANCE

SUMMARY OF REQUEST: Public Act 422 of 2014, which was signed by the Governor, allows a municipality that has a municipally owned cemetery to establish and maintain an irrevocable endowment and perpetual care fund as a component fund within a community foundation, by entering into an irrevocable agreement with the community foundation.

FINANCIAL IMPACT: Additional cemetery endowment earnings potentially will reduce the use of general fund revenue for cemetery maintenance.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approval of the City of Muskegon Cemetery Perpetual Care Fund Agreement with the Community Foundation for Muskegon County.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga to approve the City of Muskegon Cemetery Perpetual Care Fund Agreement with the Community Foundation for Muskegon County.

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

Nays: None

MOTION PASSES

I. Aggregates, Highway Maintenance Materials and Concrete. DEPARTMENT OF PUBLIC WORKS

SUMMARY OF REQUEST:

Award bid to supply H1/32FA limestone chip blend to Verplank Trucking Company

Award bid to supply road slag to Verplank Trucking Company

Award bid to supply road gravel to Yellow Rose Transport

Award bid to supply Sylvax patching material to Unique Paving Materials

Award bid for crack sealant to Surface Coatings

Award bid to supply bituminous products (Base and Top) to Asphalt Paving, Inc.

Award bid to supply AE-90 Asphalt Emulsions to Bit-Mat Products

Award bid to supply screened top soil to Accurate Excavators

Award bid to supply 2NS sand to Yellow Rose Transport

Award bid to supply Fill Sand to Accurate Excavators

Award bid to supply 7-sack mix concrete to Port City Redi-Mix

Award supply of Calcium Chloride 38% (road brine) and 32% (winter salting) to Great Lakes Chloride

FINANCIAL IMPACT: \$456,387.25

BUDGET ACTION REQUIRED: NONE; funds appropriated in several budgets

STAFF RECOMMENDATION: Recommend approval of bids as outlined in Summary of Request. Maintenance Vehicle. The Highway truck will be a one ton flatbed and the Parks a three quarter ton standard cab pick-up.

Motion by Commissioner Turnquist, second by Commissioner German to approve bids as outlined in the Summary of Request.

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

Nays: None

MOTION PASSES

J. Police SUVs. DEPARTMENT OF PUBLIC WORKS/EQUIPMENT

SUMMARY OF REQUEST: The Equipment division is seeking permission to purchase 2 (two) Police Interceptor SUVs to replace current units that are due retirement based on years of service and mileage. We are also asking to purchase an additional warranty for these vehicles extending our powertrain warranty to 7 years ~ 125,000 miles.

FINANCIAL IMPACT: \$25,475.00 per SUV and \$2,495 for each extended warranty.

BUDGET ACTION REQUIRED: None. This is the amount budgeted for.

STAFF RECOMMENDATION: Authorize staff to purchase 2 (two) Police SUVs with extended warranty from Gorno Ford the Mi Deal State contract holder.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga to authorize staff to purchase two Police SUVs with extended warranty from Gorno Ford the Mi Deal State contract holder.

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

Nays: None

MOTION PASSES

2015-28 NEW BUSINESS:

A. Approval of Sale of City-owned home at 1581 Division. COMMUNITY & NEIGHBORHOOD SERVICES

SUMMARY OF REQUEST: To approve the resolution and instruct the Community and Neighborhood Services department to complete the sales transaction between Ashley Nagelkirk for the rehabilitated home at 1581 Division, which is part of the City's HOME Program. Ms. Nagelkirk's purchase price for the home is \$74,500.

FINANCIAL IMPACT: The proceeds from the sale will be used to continue the rehabilitation of vacant houses through the HOME program to sustain our current investments to stabilize and revitalize neighborhoods.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

Motion by Vice Mayor Spataro, second by Commissioner Johnson to approve the resolution and direct the CNS staff to complete the sale.

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

Nays: None

MOTION PASSES

B. Public Relations Fund Budget Adjustment. CITY CLERK

SUMMARY OF REQUEST: Improving the city's image has been made a priority over the last two budget cycles. As such, many staff hours have been dedicated to working with key stakeholders to develop a plan to help change public perception. Many of our partner stakeholders have committed to fundraising for these types of activities. As the summer tourist season approaches, city staff and key stakeholders identified a number of new capital investments that we would like to undertake. Two of which we are seeking approval for today – the installation of welcoming banners on light poles throughout the downtown, and the redesign of the logo and color scheme used on many city advertisements, vehicles, buildings, paperwork, etc.

FINANCIAL IMPACT: Same

BUDGET ACTION REQUIRED: Same

STAFF RECOMMENDATION: Increase the Public Relations Budget by \$40,000 and authorize the City Clerk to purchase and install new banners downtown and to work with Revel to design a new city logo.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner Hood to increase the Public Relations Budget by \$40,000 and authorized the City Clerk to purchase and install new banners downtown and to work with Revel to design a new city logo.

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

Nays: Turnquist

MOTION PASSES

C. City – MDOT Agreement; Henry Street Construction; Sherman to Hackley. ENGINEERING

SUMMARY OF REQUEST: Approve the contract with MDOT for the Henry Street construction between Sherman & Hackley and approve the resolution authorizing the Mayor and City Clerk to sign the contract.

FINANCIAL IMPACT: MDOT's participation is limited to the approved federal funds of \$580,000. The estimated total construction cost is \$802,100 plus engineering cost.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: Approve the contract and resolution and authorize the mayor and clerk to sign both.

Motion by Commissioner Johnson, second by Vice Mayor Spataro to approve the contract and resolution and authorize the mayor and clerk to sign both.

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

Nays: None

MOTION PASSES

PUBLIC PARTICIPATION: Public comments were received.

ADJOURNMENT: The City Commission Meeting adjourned at 7:17 p.m.

Respectfully submitted,

Ann Marie Cummings, MMC
City Clerk

CITY COMMISSION MEETING DATE

April 28, 2015

Date: April 14, 2015

To: Honorable Mayor and City Commissioners

From: Cathy Brubaker-Clarke, Director of Community & Economic Development

Re: Special Event Request – Catamaran Racing Association of Michigan (CRAM)
Request to allow overnight camping at Pere Marquette Park (in conjunction with their annual Catamaran sailing regatta)

SUMMARY OF REQUEST: C.R.A.M. is holding their annual Catamaran sailing regatta at Pere Marquette Park the weekend of August 14 - 16, 2015. They are again requesting permission for their participants to camp overnight at the park, as they have done in previous years. They would like to use the City-owned parking lot across from The Deck restaurant for overnight camping, provided that the Deck's owners (Harris Hospitality) approve. If they are unable to use that lot, they request to use the City-owned parking lot at Harbour Towne beach.

They expect between 8 to 15 RVs in the lot overnight. This is the event's eighth year of operation and there have been no problems in the past with this group. They will provide proof of liability insurance.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To approve overnight camping at Pere Marquette Park for this event on August 14, 15, and 16, 2015, with an alternate location of Harbour Towne Beach parking lot.

COMMITTEE RECOMMENDATION: N/A

Commission Meeting Date: April 28, 2015

Date: April 23, 2015
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendment to the Zoning Ordinance

SUMMARY OF REQUEST:

Staff initiated request to amend Section 2313 (Community Gardens) of the zoning ordinance and replace it with an urban farming ordinance.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval by a 6-1 vote at their regular meeting in April.

Planning Commission Excerpt

Community Gardens

- Can be considered a principal use. Does not require a house or business to be located on the parcel.
- Require a site plan to be approved by zoning administrator, but no further approvals (such as a Special Use Permit) are needed.
- May sell produce if they choose, but it is not a requirement (can't sell on site unless the property is already zoned for retail).
- If they choose to sell, they must register with the city as a business.
- Profits must go back into the program that benefits the community.

Urban Commercial Farms

- Must be an accessory use to the property. There must be a principal structure on the parcel (house, business, etc.).
- Require a Special Use Permit, in which all neighbors within 300 feet would be notified.
- The Planning Commission would review the site plan at the meeting.
- Must sell produce for profit (can't sell on site unless the property is already zoned for retail).
- Must register with the city as a business.

Private Gardens

- Allowed in all districts with no approvals necessary.
- Does not need a principal structure (house, business, etc) on the parcel.
- May not sell produce.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

THE CITY OF MUSKEGON HEREBY ORDAINS:

Article XXIII, Section 2313, Community Gardens, of the City of Muskegon Zoning Ordinance is amended in its entirety as follows.

SECTION 2313: COMMUNITY GARDENS, PRIVATE GARDENS, AND URBAN COMMERCIAL FARMS

1. Definitions. For purposes of this ordinance, the following terms shall have the meanings given to them in this section as follows:
 - A. Commercial Farming means the sale of any amount, without any minimum threshold, of an agricultural product cultivated on an Urban Commercial Farm or Community Garden.
 - B. Community Garden means a vacant parcel of land or vacant portion of a parcel of land that is divided into plots for cultivation of fruits and vegetables, plants, flowers or herbs by more than one individual and/or group. The land may or may not be owned by a participating member of the community garden group.
 - C. Cold Frame means transparent-roofed enclosure, built low to the ground, used to protect plants from adverse weather. The transparent top admits sunlight and prevents heat escape via convection that would otherwise occur, particularly at night. Essentially, a cold frame functions as a miniature greenhouse to extend the growing season.
 - D. Compost means relatively stable decomposed organic matter for use in agricultural and other growing practices, usually consisting of materials such as grass, leaves, yard waste, worms, and also including raw and uncooked kitchen food wastes, but specifically excluding bones, meat, fat grease, oil, raw manure and milk products.
 - E. Farm Animals means all animals traditionally found or used on an operating farm, including but not limited to, horses, sheep, goats, cows, chickens, donkeys, turkeys and alpaca.
 - F. Farm Coordinator means an Urban Commercial Farm or Community Garden's designated liaison to the city.
 - G. Farm Equipment and Tools means those pieces of machinery and tools used to prepare the soil, cultivate produce, fertilize, harvest, etc., including but not limited to, tractors, rototillers, rakes, shovels, hoes, fertilizer, pesticide and herbicide spreaders and sprayers, etc.
 - H. Greenhouse means a building or structure whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants.

- I. Hoop house means an unheated structure whose roof and sides are made largely of transparent or translucent material (not glass) for the purpose of the cultivation of plants inside.
- J. Orchard means the establishment, care, harvesting of a group of more than ten (10) fruit or nut bearing trees.
- K. Private Garden means an accessory or principal use where the owner or tenant grows and harvests food crops and/or non-food crops for personal use by the owner or tenant of the land.
- L. Rainwater Catchment System means a method of catching rainwater runoff from the roof of a structure into rain gutters that channel into a rain barrel, drum or cistern.
- M. Urban Commercial Farm means land used for the cultivation of fruits and vegetables, plants, flowers or herbs for sale or profit. It is an accessory use on a residential or commercial property requiring a special use permit and business license.

2. Agricultural Uses

The agricultural uses of Community Gardens, Private Gardens and Urban Commercial Farms are limited to the cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing and harvesting of any agricultural, floricultural, or horticultural produce. Farm animals, including livestock, are prohibited.

The agricultural uses of Community Gardens, Private Gardens and Urban Commercial Farms shall not be detrimental to the physical environment or to the public health and general welfare by reason of excessive production of noise, smoke, fumes, vibrations, odors, chemical or biological pollutants.

3. Property Maintenance

- A. Property used for Community Gardens, Private Gardens and Urban Commercial Farms shall be maintained in an orderly and neat condition, free of high grass (with the exception of purposely cultivated native species, which shall be allowed), noxious weeds, or debris. Dead garden plants shall be removed regularly, and in any instance, no later than November 30th of each year.
- B. Plants from cultivated areas shall be prevented from encroaching onto adjacent properties or onto the public right-of-way.
- C. Seeds and harvested crops on site shall be stored so as not to attract animals.
- D. Compost must be maintained and stored to avoid any odor reaching neighboring property.
- E. Fencing is permitted, but requires a development permit from the city, and must comply with existing fencing rules and regulations.

4. Applicable Laws

Community Gardens, Private Gardens and Urban Commercial Farms shall comply with all applicable local, state and federal regulations.

5. Site Plan Requirements

A Site Plan is required for all Urban Commercial Farms and Community Gardens.

The Farm Coordinator shall submit a site plan to the Zoning Administrator for approval prior to beginning a Community Garden or Urban Commercial Farm. The site plan must include the following:

- A. The name of the Farm Coordinator.
- B. The project address.
- C. The project name (if any).
- D. The legal owner of the parcel(s). If the Community Garden or Urban Commercial Farm is a tenant, include the length of the current lease.
- E. Gross site area of parcel(s) to be used, including dimensions.
- F. Location of the following: principal and accessory structures, crop areas, fencing and walls, ingress and egress, loading areas, compost piles, trash containers and dumpsters, signage, restroom facilities (if any), and all bodies of water and wetlands adjacent to or in the immediate vicinity of the parcel(s).
- G. A narrative description generally describing the following, as applicable:
 - i. The types, methods of application, storage of proposed pesticides, herbicides, fertilizers, and any other chemicals that will be used.
 - ii. The type of machinery and equipment proposed and description of the noise, vibration, smoke, odor, dust, dirt that may be a nuisance to surrounding properties.
 - iii. Evaluation of existing soil conditions and plans to mitigate soil issues, as necessary.

6. Community Gardens and Urban Commercial Farms

Community Gardens are intended to bring citizens together to work collaboratively in growing food for their personal use or donation, or sales to generate income for garden activities that benefit the community; to promote education with regard to agriculture, provide a positive communal environment for children and adults living nearby and an opportunity for volunteer work among participants. Community Gardens are not intended to be for-profit commercial farming operations. Urban Commercial Farms, on the other hand, are intended to be for-profit commercial farming operations, operated by an individual or a single group.

Community Gardens are a principal use permitted in B-1, Limited Business; B-5, Governmental Business; MC, Medical Care; and all Residential (R-1, RT, RM-1, RM-2, RM-3) zoning districts.

Urban Commercial Farms are a Special Land Use permitted in B-1, Limited Business; B-5, Governmental Business; MC, Medical Care; and all Residential (R-1, RT, RM-1, RM-2, RM-3) zoning districts.

Community Gardens and Urban Commercial Farms are permitted in their respective Zoning Districts subject to the following conditions:

- A. Each Community Garden and Urban Commercial Farm shall have a Farm Coordinator designated as its liaison to the City. The Coordinator's name and contact information shall be given to the Zoning Administrator.

- B. No on-site sales shall be permitted, unless the produce is grown on a site where sales of produce are already permitted under the zoning laws, such as a grocery store or restaurant.
- C. The Community Garden or Urban Commercial Farm must be designed and maintained so that water, chemicals, dirt, mud or fertilizer will not drain into the streets, alleys or adjacent properties. Any use of pesticides or fertilizers must comply with applicable state or federal regulations.
- D. Setback Requirements must be met:
 - a. Buildings and accessory structures must comply with the setback, height and size requirements of the zoning district in which the garden or farm is located.
 - b. Rain barrel systems, crop areas, and planting beds must be set back at least five (5) feet from all property lines. This may be reduced to three (3) feet within the presence of a fence.
 - c. Orchards and all crops reaching a height of five (5) feet at maturity shall be set back at least fifteen (15) feet from all property lines. The side and back setbacks may be reduced to five (5) feet within the presence of a fence.
 - d. The required setback areas must be covered with ground plants, which may include native or ornamental grasses and low ornamental plantings. Mulch may also be used as an appropriate ground covering except in the first five (5) feet of the front setback.
 - e. Compost areas or waste bins must be less than sixteen (16) square feet in size and must be set back at least ten (10) feet from all property lines and at least twenty (20) feet from the nearest principal residential structure.
- E. On-site amenities like picnic tables, garden art, benches, and bike racks are permitted as long as they meet setbacks requirements, do not obstruct the clear vision at drives or intersections, and do not create a nuisance for neighboring properties.
- F. Community Gardens on vacant parcels may erect a hoop house or greenhouse as a primary structure.
- G. No water or irrigation wells may be installed unless by a state-licensed well-drilling firm, and with approval and necessary permit from the city and county. All groundwater wells located on city property must be removed by the responsible group, at their expense, when the garden is no longer in use.
- H. Oats, wheat and rye may be used as a winter cover crop, but not grown to full maturity in any season.
- I. Trash receptacles shall be located to the rear of the property unless the Department of Public Works determines that another location creates less impact on the adjacent properties.
- J. Lighting, if provided, shall be shielded so that all directly emitted light falls within the property.
- K. Farm equipment, tools, supplies, and machinery shall be stored in an enclosed structure or removed from the property daily. All chemicals and fuels shall be stored off of the ground, in an enclosed, locked structure when the site is unattended.

- L. Tractors and other diesel generated motorized vehicles within a residential zoning district shall be restricted to hours beginning at 8:00a.m. and ending at 8:00p.m
- M. Temporary restroom facilities are permitted only during the growing season from April 15th through October 15th. The facilities shall be screened on at least three (3) sides from public view by fencing, structures or plantings of sufficient height.

7. Business License for Commercial Farming

All Urban Commercial Farms and those Community Gardens wishing to engage in Commercial Farming through the sale of any agricultural products must first obtain a business license through the City. Community Gardens that do not engage in Commercial Farming are not required to obtain a business license.

8. Private Gardens

- A. Private Gardens are permitted uses in all zoning districts.
- B. Commercial Farming, i.e., the sale of any agricultural products yielded, from a Private Garden is prohibited.
- C. No Site Plan is required for a Private Garden.
- D. The requirements outlined above in Section 6 for Urban Commercial Farms and Community Gardens do not apply to Private Gardens.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Cummings, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of April, 2015, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Planning Enabling Act, Public Acts of Michigan No. 33 of 2008, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2015.

Ann Cummings, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

Please take notice that on April 28, 2015, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2313 of the Zoning Ordinance to allow urban commercial farms and community gardens in B-1, Limited Business; B-5, Governmental Business; MC, Medical Care; and all Residential (R-1, RT, RM-1, RM-2, RM-3) zoning districts. Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2015.

CITY OF MUSKEGON

By _____
Ann Cummings, MMC
City Clerk

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

Account No. 101-80400-5354

Date: April 28, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Consideration of Bids for: H-1697 GETTY ST.,
EVANSTON TO APPLE AVE.

SUMMARY OF REQUEST:

Award the above referenced project to McCormick Sand Inc. out of Twin Lake, MI. McCormick Sand submitted the lowest responsible bid of \$808,844.50

The award of the contract to McCormick Sand Inc, if approved, must be contingent upon approval by the state.

FINANCIAL IMPACT:

As previously presented to the Commission, the State's participation is limited to 54% of the cost and is capped at \$375,000 with the estimated \$500,000 remaining in costs, including engineering, is the city's responsibility.

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Award the contract to McCormick Sand Inc.

COMMITTEE RECOMMENDATION:

None

H-1697, S-669, W-743
GETTY ST., EVANSTON AVE., TO APPLE AVE.
BID TABULATIONS

CONTRACTOR ADDRESS CITY/ST/ZIP				ENGINEER'S ESTIMATE		ACCURATE EXCAVATORS, LLC 2821 CENTRAL AVE. NORTH MUSKEGON, MI 49445		THOMPSON BROTHERS, INC 388 W MCMILLAN RD MUSKEGON, MI 49445		BRENNER EXCAVATING, INC 2841 132ND AVE HOPKINS, MI 49328		KAMMINGA & ROODVOETS, INC 3435 BROADMOOR SE GRAND RAPIDS, MI 49512		MCCORMICK SAND, INC 5430 RUSSELL RD TWIN LAKE, MI 49457		JACKSON- MERKEY CONTRACTORS, INC 3430 LUND AVE MUSKEGON, MI 49442	
LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization, Max. 10%	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 15,418.27	\$ 15,418.27	\$ 42,561.00	\$ 42,561.00	\$ 31,640.00	\$ 31,640.00	\$ 70,000.00	\$ 70,000.00	\$ 42,500.00	\$ 42,500.00	\$ 98,290.00	\$ 98,290.00
2	Tree, Rem, 6 inch to 18 inch	Ea	1	\$ 135.00	\$ 135.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,092.00	\$ 1,092.00	\$ 800.00	\$ 800.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
3	Sewer, Rem, Less than 24 inch	Ft	141	\$ 7.00	\$ 987.00	\$ 8.00	\$ 1,128.00	\$ 8.00	\$ 1,128.00	\$ 6.70	\$ 944.70	\$ 13.00	\$ 1,833.00	\$ 13.00	\$ 1,833.00	\$ 13.50	\$ 1,903.50
4	Dr Structure, Rem, Modified	Ea	18	\$ 300.00	\$ 5,400.00	\$ 400.00	\$ 7,200.00	\$ 300.00	\$ 5,400.00	\$ 336.00	\$ 6,048.00	\$ 315.00	\$ 5,670.00	\$ 375.00	\$ 6,750.00	\$ 405.00	\$ 7,290.00
5	Sidewalk, Rem	Syd	1104	\$ 5.00	\$ 5,520.00	\$ 11.00	\$ 12,144.00	\$ 5.00	\$ 5,520.00	\$ 5.85	\$ 6,458.40	\$ 6.00	\$ 6,624.00	\$ 8.00	\$ 8,832.00	\$ 4.40	\$ 4,857.60
6	Pavt, Rem, Modified	Syd	10429	\$ 3.00	\$ 31,287.00	\$ 5.30	\$ 55,273.70	\$ 3.00	\$ 31,287.00	\$ 5.00	\$ 52,145.00	\$ 6.00	\$ 62,574.00	\$ 3.25	\$ 33,894.25	\$ 8.90	\$ 92,818.10
7	Machine Grading, Modified	Sta	17.6	\$ 1,600.00	\$ 28,160.00	\$ 3,100.00	\$ 54,560.00	\$ 1,640.00	\$ 28,864.00	\$ 1,911.00	\$ 33,633.60	\$ 1,650.00	\$ 29,040.00	\$ 1,500.00	\$ 26,400.00	\$ 3,000.00	\$ 52,800.00
8	Erosion Control, Inlet Protection, Fabric Drop	Ea	13	\$ 75.00	\$ 975.00	\$ 100.00	\$ 1,300.00	\$ 100.00	\$ 1,300.00	\$ 83.40	\$ 1,084.20	\$ 175.00	\$ 2,275.00	\$ 75.00	\$ 975.00	\$ 165.00	\$ 2,145.00
9	Project Cleanup	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,900.00	\$ 7,900.00	\$ 2,500.00	\$ 2,500.00	\$ 4,890.00	\$ 4,890.00	\$ 1.00	\$ 1.00	\$ 1,500.00	\$ 1,500.00	\$ 3,870.00	\$ 3,870.00
10	Aggregate Base, 5 inch	Syd	9740	\$ 4.50	\$ 43,830.00	\$ 4.10	\$ 39,934.00	\$ 4.50	\$ 43,830.00	\$ 4.35	\$ 42,369.00	\$ 5.80	\$ 56,492.00	\$ 4.50	\$ 43,830.00	\$ 7.90	\$ 76,946.00
11	Maintenance Gravel, LM	Cyd	500	\$ 15.00	\$ 7,500.00	\$ 35.50	\$ 17,750.00	\$ 22.00	\$ 11,000.00	\$ 0.01	\$ 5.00	\$ 14.00	\$ 7,000.00	\$ 20.00	\$ 10,000.00	\$ 28.50	\$ 14,250.00
12	Sewer, CI A, 10 Inch, Tr Det B	Ft	20	\$ 32.00	\$ 640.00	\$ 22.00	\$ 440.00	\$ 17.00	\$ 340.00	\$ 41.70	\$ 834.00	\$ 29.00	\$ 580.00	\$ 38.00	\$ 760.00	\$ 69.00	\$ 1,380.00
13	Sewer, CI E, 12 inch, Tr Det B	Ft	768	\$ 35.00	\$ 26,880.00	\$ 25.00	\$ 19,200.00	\$ 21.00	\$ 16,128.00	\$ 40.50	\$ 31,104.00	\$ 33.00	\$ 25,344.00	\$ 37.00	\$ 28,416.00	\$ 57.50	\$ 44,160.00
14	Sewer Tap, 10 inch	Ea	1	\$ 275.00	\$ 275.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 191.00	\$ 191.00	\$ 335.00	\$ 335.00	\$ 400.00	\$ 400.00	\$ 660.00	\$ 660.00
15	Dr Structure, Tap, 12 inch	Ea	7	\$ 300.00	\$ 2,100.00	\$ 1,000.00	\$ 7,000.00	\$ 300.00	\$ 2,100.00	\$ 245.50	\$ 1,718.50	\$ 375.00	\$ 2,625.00	\$ 300.00	\$ 2,100.00	\$ 520.00	\$ 3,640.00
16	Dr Structure, Adj, Add Depth, Modified	Ft	8	\$ 300.00	\$ 2,400.00	\$ 600.00	\$ 4,800.00	\$ 300.00	\$ 2,400.00	\$ 437.00	\$ 3,496.00	\$ 260.00	\$ 2,080.00	\$ 425.00	\$ 3,400.00	\$ 695.00	\$ 5,560.00
17	Dr Structure Cover, Modified	Lb	8360	\$ 1.50	\$ 12,540.00	\$ 1.03	\$ 8,610.80	\$ 1.50	\$ 12,540.00	\$ 1.70	\$ 14,212.00	\$ 1.10	\$ 9,196.00	\$ 1.20	\$ 10,032.00	\$ 1.05	\$ 8,778.00
18	Catch Basin Specall Detail	Ea	10	\$ 1,200.00	\$ 12,000.00	\$ 1,750.00	\$ 17,500.00	\$ 1,200.00	\$ 12,000.00	\$ 1,315.00	\$ 13,150.00	\$ 1,400.00	\$ 14,000.00	\$ 1,700.00	\$ 17,000.00	\$ 1,760.00	\$ 17,600.00
19	Dr Structure Cover, Adj, Case 1, Modified	Ea	9	\$ 500.00	\$ 4,500.00	\$ 650.00	\$ 5,850.00	\$ 500.00	\$ 4,500.00	\$ 607.50	\$ 5,467.50	\$ 640.00	\$ 5,760.00	\$ 400.00	\$ 3,600.00	\$ 500.00	\$ 4,500.00
20	Hand Patching	Ton	57	\$ 130.00	\$ 7,410.00	\$ 260.00	\$ 14,820.00	\$ 260.00	\$ 14,820.00	\$ 276.00	\$ 15,732.00	\$ 248.00	\$ 14,136.00	\$ 248.00	\$ 14,136.00	\$ 250.00	\$ 14,250.00
21	Conc Pavt, Nonreinf, 9 inch	Syd	9740	\$ 35.00	\$ 340,900.00	\$ 40.00	\$ 389,600.00	\$ 40.00	\$ 389,600.00	\$ 42.80	\$ 416,872.00	\$ 40.00	\$ 389,600.00	\$ 38.50	\$ 374,990.00	\$ 38.50	\$ 374,990.00
22	Joint, Plane-of-Weakness, W	Ft	5800	\$ 2.50	\$ 14,500.00	\$ 1.05	\$ 6,090.00	\$ 2.00	\$ 11,600.00	\$ 1.10	\$ 6,380.00	\$ 2.57	\$ 14,906.00	\$ 1.00	\$ 5,800.00	\$ 1.00	\$ 5,800.00
23	Pavt Gapping	Ft	616	\$ 8.00	\$ 4,928.00	\$ 2.10	\$ 1,293.60	\$ 2.00	\$ 1,232.00	\$ 2.20	\$ 1,355.20	\$ 12.50	\$ 7,700.00	\$ 10.00	\$ 6,160.00	\$ 14.50	\$ 8,932.00
24	Driveway, Nonreinf Conc, 6 Inch, Modified	Syd	240	\$ 30.00	\$ 7,200.00	\$ 27.85	\$ 6,684.00	\$ 30.00	\$ 7,200.00	\$ 33.40	\$ 8,016.00	\$ 49.00	\$ 11,760.00	\$ 33.00	\$ 7,920.00	\$ 26.55	\$ 6,372.00
25	Driveway, Nonreinf Conc, 8 Inch, Modified	Syd	7	\$ 40.00	\$ 280.00	\$ 37.80	\$ 264.60	\$ 44.00	\$ 308.00	\$ 43.90	\$ 307.30	\$ 65.00	\$ 455.00	\$ 43.00	\$ 301.00	\$ 36.00	\$ 252.00
26	Curb and Gutter, Conc, Det F4	Ft	3383	\$ 13.00	\$ 43,979.00	\$ 10.50	\$ 35,521.50	\$ 14.00	\$ 47,362.00	\$ 12.40	\$ 41,949.20	\$ 14.25	\$ 48,207.75	\$ 11.00	\$ 37,213.00	\$ 10.00	\$ 33,830.00
27	Driveway Opening, Conc, Det M	Ft	135	\$ 15.00	\$ 2,025.00	\$ 15.75	\$ 2,126.25	\$ 17.00	\$ 2,295.00	\$ 18.00	\$ 2,430.00	\$ 20.00	\$ 2,700.00	\$ 18.00	\$ 2,430.00	\$ 15.00	\$ 2,025.00
28	Detectable Warning Surface	Ft	170	\$ 40.00	\$ 6,800.00	\$ 31.50	\$ 5,355.00	\$ 44.00	\$ 7,480.00	\$ 33.40	\$ 5,678.00	\$ 33.00	\$ 5,610.00	\$ 30.00	\$ 5,100.00	\$ 30.00	\$ 5,100.00
29	Sidewalk Ramp, Conc, 4 inch	Sft	1881	\$ 5.00	\$ 9,405.00	\$ 5.25	\$ 9,875.25	\$ 5.00	\$ 9,405.00	\$ 6.00	\$ 11,286.00	\$ 4.00	\$ 7,524.00	\$ 6.00	\$ 11,286.00	\$ 5.00	\$ 9,405.00
30	Sidewalk, Conc, 4 inch	Sft	6261	\$ 3.00	\$ 18,783.00	\$ 3.25	\$ 20,348.25	\$ 3.50	\$ 21,913.50	\$ 3.10	\$ 19,409.10	\$ 3.15	\$ 19,722.15	\$ 3.25	\$ 20,348.25	\$ 2.40	\$ 15,026.40
31	Sidewalk, Conc, 6 inch	Sft	1637	\$ 3.40	\$ 5,565.80	\$ 3.80	\$ 6,220.60	\$ 3.50	\$ 5,729.50	\$ 3.70	\$ 6,056.90	\$ 4.40	\$ 7,202.80	\$ 4.00	\$ 6,548.00	\$ 2.95	\$ 4,829.15
32	Sidewalk, Conc, 7 inch	Sft	119	\$ 5.00	\$ 595.00	\$ 4.00	\$ 476.00	\$ 4.00	\$ 476.00	\$ 3.75	\$ 446.25	\$ 5.20	\$ 618.80	\$ 4.50	\$ 535.50	\$ 3.00	\$ 357.00
33	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	700	\$ 3.00	\$ 2,100.00	\$ 2.60	\$ 1,820.00	\$ 3.00	\$ 2,100.00	\$ 2.80	\$ 1,960.00	\$ 2.50	\$ 1,750.00	\$ 2.50	\$ 1,750.00	\$ 2.50	\$ 1,750.00
34	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	Ft	175	\$ 5.00	\$ 875.00	\$ 7.85	\$ 1,373.75	\$ 9.00	\$ 1,575.00	\$ 8.35	\$ 1,461.25	\$ 7.50	\$ 1,312.50	\$ 7.50	\$ 1,312.50	\$ 7.50	\$ 1,312.50
35	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	Ea	2	\$ 100.00	\$ 200.00	\$ 120.00	\$ 240.00	\$ 130.00	\$ 260.00	\$ 128.00	\$ 256.00	\$ 115.00	\$ 230.00	\$ 115.00	\$ 230.00	\$ 115.00	\$ 230.00
36	Pavt Mrkg, Ovly Cold Plastic, Only	Ea	1	\$ 150.00	\$ 150.00	\$ 130.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 139.00	\$ 139.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
37	Pavt Mrkg, Waterborne, 4 inch, White	Ft	980	\$ 0.30	\$ 294.00	\$ 0.25	\$ 245.00	\$ 0.30	\$ 294.00	\$ 0.25	\$ 245.00	\$ 0.22	\$ 215.60	\$ 0.25	\$ 245.00	\$ 0.22	\$ 215.60
38	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	3600	\$ 0.30	\$ 1,080.00	\$ 0.25	\$ 900.00	\$ 0.30	\$ 1,080.00	\$ 0.25	\$ 900.00	\$ 0.22	\$ 792.00	\$ 0.25	\$ 900.00	\$ 0.22	\$ 792.00
39	Barricade, Type II, High Intensity, Lighted, Furn	Ea	9	\$ 50.00	\$ 450.00	\$ 58.00	\$ 522.00	\$ 58.00	\$ 522.00	\$ 61.20	\$ 550.80	\$ 55.00	\$ 495.00	\$ 55.00	\$ 495.00	\$ 55.00	\$ 495.00
40	Barricade, Type II, High Intensity, Lighted, Oper	Ea	9	\$ 1.00	\$ 9.00	\$ 0.02	\$ 0.18	\$ 1.00	\$ 9.00	\$ 0.01	\$ 0.09	\$ 1.00	\$ 9.00	\$ 1.00	\$ 9.00	\$ 0.10	\$ 0.90
41	Dust Palliative, Applied	Ton	30	\$ 50.00	\$ 1,500.00	\$ 30.00	\$ 900.00	\$ 100.00	\$ 3,000.00	\$ 131.00	\$ 3,930.00	\$ 200.00	\$ 6,000.00	\$ 100.00	\$ 3,000.00	\$ 10.00	\$ 300.00
42	Lighted Arrow, Type C, Furn	Ea	3	\$ 350.00	\$ 1,050.00	\$ 365.00	\$ 1,095.00	\$ 370.00	\$ 1,110.00	\$ 389.00	\$ 1,167.00	\$ 990.00	\$ 2,970.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00
43	Lighted Arrow, Type C, Oper	Ea	3	\$ 50.00	\$ 150.00	\$ 105.00	\$ 315.00	\$ 105.00	\$ 315.00	\$ 111.00	\$ 333.00	\$ 10.00	\$ 30.00	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00
44	Minor Traf Devices	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,650.00	\$ 4,650.00	\$ 4,700.00	\$ 4,700.00	\$ 23,850.00	\$ 23,850.00	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,425.00	\$ 4,425.00
45	Plastic Drum, High Intensity, Furn	Ea	225	\$ 13.00	\$ 2,925.00	\$ 13.65	\$ 3,071.25	\$ 14.00	\$ 3,150.00	\$ 14.50	\$ 3,262.50	\$ 22.00	\$ 4,950.00	\$ 13.00	\$ 2,925.00	\$ 13.00	\$ 2,925.00
46	Plastic Drum, High Intensity, Oper	Ea	225	\$ 1.00	\$ 225.00	\$ 1.05	\$ 236.25	\$ 1.00	\$ 225.00	\$ 1.10	\$ 247.50	\$ 1.00	\$ 225.00	\$ 1.00	\$ 225.00	\$ 1.00	\$ 225.00
47	Sign, Type B, Temp, Prismatic, Furn	Sft	791	\$ 3.00	\$ 2,373.00	\$ 3.15	\$ 2,491.65	\$ 3.00	\$ 2,373.00	\$ 3.35	\$ 2,649.85	\$ 3.30	\$ 2,610.30	\$ 3.00	\$ 2,373.00	\$ 3.00	\$ 2,373.00
48	Sign, Type B, Temp, Prismatic, Oper	Sft	791	\$ 1.00	\$ 791.00	\$ 1.05	\$ 830.55	\$ 1.00	\$ 791.00	\$ 1.10	\$ 870.10	\$ 1.00	\$ 791.00	\$ 1.00	\$ 791.00	\$ 1.00	\$ 791.00
49	Sign, Type B, Temp, Prismatic, Special, Furn	Sft	50	\$ 5.00	\$ 250.00	\$ 7.35	\$ 367.50	\$ 8.00	\$ 400.00	\$ 7.80	\$ 390.00	\$ 10.00	\$ 500.00	\$ 7.00	\$ 350.00	\$ 7.00	\$ 350.00
50	Sign, Type B, Temp, Prismatic, Special, Oper	Sft	50	\$ 1.00	\$ 50.00	\$ 1.05	\$ 52.50	\$ 1.00	\$ 50.00	\$ 1.10	\$ 55.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00
51	Topsoil Surface, Furn, 4 inch	Syd	599	\$ 2.50	\$ 1,497.50	\$ 4.50	\$ 2,695.50	\$ 3.00	\$ 1,797.00	\$ 3.75	\$ 2,246.25	\$ 5.50	\$ 3,294.50	\$ 7.00	\$ 4,193.00	\$ 13.50	\$ 8,085.50
52	Hydroseeding	Syd	599	\$ 0.50	\$ 299.50	\$ 0.65	\$ 389.35	\$ 1.00	\$ 599.00	\$ 2.20	\$ 1,317.80	\$ 2.00	\$ 1,198.00	\$ 1.00	\$ 599.00	\$ 1.90	\$ 1,138.10
53	Water Service, 1 inch, Copper Type K	Ft	683	\$ 20.00	\$ 13,660.00	\$ 12.15	\$ 8,298.45	\$ 24.00	\$ 16,392.00	\$ 30.80	\$ 21,036.40	\$ 34.00	\$ 23,222.00	\$ 17.00	\$ 11,611.00	\$ 27.00	\$ 18,441.00
54	Water Service, 2 inch, Copper Type K	Ft	46	\$ 35.00	\$ 1,610.00	\$ 30.75	\$ 1,414.50	\$ 38.00	\$ 1,748.00	\$ 43.80	\$ 2,014.80	\$ 41.00	\$ 1,886.00	\$ 25.00	\$ 1,150.00	\$ 37.00	\$ 1,702.00
55	Corporation Stop, 1 inch	Ea	21	\$ 350.00	\$ 7,350.00	\$ 235.00	\$ 4,935.00	\$ 275.00	\$ 5,775.00	\$ 325.50	\$ 6,835.50	\$ 375.00	\$ 7,875.00	\$ 375.00	\$ 7,875.00	\$ 425.00	\$ 8,925.00
56	Corporation Stop, 2 inch	Ea	1	\$ 450.00	\$ 450.00	\$ 728.00	\$ 728										

Date: 28-Apr-15
To: Honorable Mayor and City Commission
From: Dept. of Public Works
RE: Cemetery Management System/GIS

SUMMARY OF REQUEST:

Authorize staff to contract with Johnson&Anderson engineering services to design a cemetery management system for Restlawn Cemetery. The system would be used for accessing records, plot and grave space locations. City staff and the general public would be able to access information through an integrated web portal.

Costs associated with this request include: Web portal development, record scanning and GPS mapping of Restlawn Cemetery.

FINANCIAL IMPACT:

\$25,215 dollars from the Cemetery fund

BUDGET ACTION REQUIRED:

None at this time.

STAFF RECOMMENDATION:

Authorize staff to hire Johnson&Anderson for professional engineering services.

COMMITTEE RECOMMENDATION:

Commission Meeting Date: April 28, 2015

Date: April 21, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Agreement for Grant Management Services for
United States Environmental Protection Agency
(USEPA) Shoreline Cities Green Infrastructure
Grant Project

SUMMARY OF REQUEST: The City of Muskegon has received a USEPA Shoreline Cities Green Infrastructure Grant in the amount of \$110,449. The West Michigan Shoreline Regional Development Commission (WMSRDC) will administer the grant, in conjunction with the Michigan Department of Environmental Quality SAW NPS Stormwater Planning Grant which they received. The total project amount for both grants is \$221,897. The projects include installation of green infrastructure in a 6.5 acre area (Beidler Street vicinity) that currently contributes untreated stormwater to an underground pipe that discharges to Muskegon Lake, an embayment of Lake Michigan.

FINANCIAL IMPACT: Project costs are covered by both grants. There is no cash match from the City of Muskegon.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the "Agreement for Grant Management Services" (attached) between the City of Muskegon and WMSRDC and authorize the Mayor and Clerk's signature's.

AGREEMENT FOR GRANT MANAGEMENT SERVICES

This Agreement ("Agreement") is made effective on April 28, 2015 ("Effective Date") by and between the **City of Muskegon**, a Michigan Municipal Corporation, with offices located at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **West Michigan Shoreline Regional Development Commission**, whose business address is 316 Morris Avenue, Suite 340, Muskegon, Michigan 49440 ("**WMSRDC**")". City and WMSRDC, may each be referred to as a "Party" or collectively as "Parties".

RECITALS

- A. City has (applied for/received) grant funding for an EPA Shoreline Cities Green Infrastructure project to design and install a suite of green infrastructure practices on 6.5 acres of public property in the City in the Muskegon Lake Division Street Outfall (DSO) sub-watershed. **Exhibit 1**, Grant Proposal and Agreement between City and USEPA
- B. WMSRDC has undertaken a project involving three sub-watersheds (including DSO) to develop and implement a Storm water (SAW) Non-Point Source project to reduce water quality impairments ("Project")
- C. WMSRDC's Project has been selected for funding under a grant agreement with Michigan Department of Environmental Quality (MDEQ). **Exhibit 2**, Grant Proposal and Agreement between WMSRDC and MDEQ.

The City's EPA Shoreline Cities Green Infrastructure development project was leveraged by the WMSRDC SAW project. Not more than 25% of the EPA grant will be used to complete final engineering for one green infrastructure construction project on a publicly-owned property, of the eight parcels in the Project. The remainder will be used for construction.

- D. City and WMSRDC desire to enter into an agreement for WMSRDC to administer the Project, including that portion funded by the City's grant for the EPA Shoreline Cities Green Infrastructure project. The City will do grant reporting to EPA. WMSRDC will provide project related information (progress and financial) for the City to complete and submit with the EPA grant reports.
- E. WMSRDC is employing a Consultant to design and implement the Project. The selected Consultant, the City and WMSRDC will work together, dividing and sharing the responsibility for completing the Project. WMSRDC may assign its responsibilities under this Agreement to Consultant.

TERMS AND CONDITIONS

Therefore, for good and valuable consideration, and the mutual promises contained in this Agreement, the Parties agree to the following:

1. WMSRDC OBLIGATIONS.

- 1.1 WMSRDC will provide project financial and progress information to the City. (WMSRDC will not administer the City's grant or submit the grant reports to EPA).
- 1.2 WMSRDC shall be responsible for all contract development, general project administration and the coordination of project meetings for the entire Project, including that portion for which the City obtained an EPA grant. See **Exhibit 3**, Scope of Work and Task List, attached hereto and incorporated herein, for further description.
- 1.3 WMSRDC shall be responsible for all data collection, including but not limited to determination/description of storm sewer system, field visits, landowner meetings and site survey.
- 1.4 WMSRDC shall be responsible for Project planning and design.
- 1.5 WMSRDC shall be responsible for construction of the Project, including but not limited to bidding, oversight, signage installation and runoff reduction calculations.
- 1.6 WMSRDC shall be responsible for public outreach associated with the Project, including public tours and updates.
- 1.7 WMSRDC is responsible for the DEQ agreement and all reporting for the SAW grant. WMSRDC will provide the City with information for their EPA grant reports.
- 1.8 WMSRDC is responsible for obtaining any and all necessary permits, easements, and permission for entry onto public or private land.
- 1.9 WMSRDC shall provide status reports and invoices to the City pursuant to a monthly (or quarterly) schedule so that grant reporting and financial drawdowns occur according to the City/EPA grant agreement.

2. CITY OBLIGATIONS.

- 2.1 City shall use its EPA grant funds to contribute toward the construction costs of the green infrastructure project on the one public parcel in the

Project. The City is not obligated to contribute any funds besides the grant money received from the EPA.

- 2.2 City shall assist WMSDRC in selecting the eight sites where conceptual plans shall be completed. Construction will occur on one of the eight sites. There will be eight conceptual plans completed, with preliminary engineering, landowner contacts, etc. Only one will go to full construction.
- 2.3 City shall review, give input and approve all drafts and final engineering and construction documents and shall give written consent prior to any construction on any property in the Project.
- 2.4 City is responsible for all reporting requirements to EPA.

3. INTERPRETATION.

This is the entire agreement, including attachments, between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. This Agreement shall be interpreted and construed in accordance with Michigan law and the parties agree to jurisdiction and venue within the courts for the County of Muskegon.

4. BINDING.

This Agreement and the rights and obligations under this Agreement are not assignable and not transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties. City, and WMSRDC have negotiated together to reach the terms of this Agreement, have participated in the drafting of this Agreement, and acknowledge that this product is a joint effort of both parties.

5. WAIVER.

One or more waivers by any party of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such party.

6. NOTICE.

Any notice provided for herein or given pursuant to this Agreement, shall be deemed in compliance herewith if in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by personal delivery to the parties as follows:

To WMSRDC:

WMSRDC
316 Morris Avenue, Suite 340
Muskegon, MI 49440-1140
Attn: Erin Kuhn

To City:

CITY OF MUSKEGON
933 Terrace, P.O. Box 536
Muskegon, MI 49443-0536
Attn: Frank Peterson, City Manager

7. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

8. TERMINATION.

Either party may terminate this Agreement after no less than 30 days written notice to the other party. In the event of termination, the City Commission shall be reimbursed for all eligible costs incurred in the furtherance of the above-mentioned services as of the date of such termination.

WHEREFORE, this Agreement has been executed as of the date first written above.

CITY OF MUSKEGON:

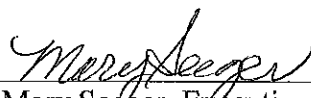
By: _____
Stephen Gawron, Mayor

Attest: _____
Ann Marie Cummings, City Clerk

Date: _____

WMSRDC:

By:  _____
Erin Kuhn, Executive Director

Attest:  _____
Mary Seeger, Executive Assistant

Date: 4-22-15

Exhibit 1

GL - 00E01414 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 00E01414		DATE OF AWARD
			MODIFICATION NUMBER: 0		04/02/2015
			PROGRAM CODE: GL		MAILING DATE
			TYPE OF ACTION New		04/09/2015
PAYMENT METHOD: ASAP			ACH# 50516		
RECIPIENT TYPE: Municipal			Send Payment Request to: Las Vegas Finance Center		
RECIPIENT: City of Muskegon 933 Terrace Street Muskegon, MI 49440 EIN: 38-6004522			PAYEE: City of Muskegon 933 Terrace Street Muskegon, MI 49440		
PROJECT MANAGER Cathy Brubaker-Clarke 933 Terrace Street Muskegon, MI 49440 E-Mail: cathy.brubaker-clarke@shorelinecity.com Phone: 231-724-6702		EPA PROJECT OFFICER Frank Anscombe 77 West Jackson Blvd., G-17J Chicago, IL 60604-3507 E-Mail: anscombe.frank@epa.gov Phone: 312-353-0201		EPA GRANT SPECIALIST Prentiss Dixon Assistance Section, MC-10J E-Mail: Dixon.Prentiss@epa.gov Phone: 312-353-3544	
PROJECT TITLE AND DESCRIPTION Green Infrastructure Implementation Division Street Stormwater Improvements This project supports the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement, pursuant to Public Law 113-76. The City of Muskegon will install green infrastructure (one wetland, two rain gardens, and one bio-swale) in a 6.5 acre area that currently contributes untreated stormwater to an underground pipe that discharges to Muskegon Lake, an embayment of Lake Michigan. The green infrastructure will treat about 5.1 million gallons of stormwater per year, resulting in cleaner stormwater and fewer contaminants being discharged into Muskegon Lake and Lake Michigan.					
BUDGET PERIOD 04/01/2015 - 03/31/2017		PROJECT PERIOD 04/01/2015 - 03/31/2017		TOTAL BUDGET PERIOD COST \$221,897.00	
				TOTAL PROJECT PERIOD COST \$221,897.00	
NOTICE OF AWARD Based on your Application dated 08/29/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$110,449. EPA agrees to cost-share <u>50.23%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$110,449. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507			ORGANIZATION / ADDRESS U.S. EPA, Region 5 Great Lakes National Program Office 77 West Jackson Blvd, G-17J Chicago, IL 60604-3507		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Bruce Syniewski - Deputy Director Resources Management Division					DATE 04/02/2015

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 110,449	\$ 110,449
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 1,000	\$ 1,000
State Contribution	\$	\$ 99,404	\$ 99,404
Local Contribution	\$	\$ 11,044	\$ 11,044
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 221,897	\$ 221,897

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	The Omnibus Public Law no. 113-235 FY 15 Appropriation	2 CFR 200 2 CFR 1500 and 40 CFR 33

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$767
2. Fringe Benefits	\$233
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$129,086
7. Construction	\$0
8. Other	\$91,811
9. Total Direct Charges	\$221,897
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>49.77</u> % Federal <u>50.23</u> %.)	\$221,897
12. Total Approved Assistance Amount	\$110,449
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$110,449
15. Total EPA Amount Awarded To Date	\$110,449

Administrative Conditions

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

**Adrianne M. Callahan,
Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Michigan Department of Environmental Quality as follows:

MBE: 0.6%

WBE: 0.3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Michigan Department of Environmental Quality.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these

firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

UNLIQUIDATED OBLIGATIONS - INTERIM FFR

Submission of interim Federal Financial Reports

Pursuant to 2 CFR 200.327 and 2 CFR 200.343(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: **3/31**

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/financial/>.

All FFRs must be submitted to the Las Vegas Finance Center:

**USEPA LVFC
4220 S. Maryland Pkwy
Bldg C, Ste 503
Las Vegas, NV 89119**

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

A courtesy copy of the interim FFR can be submitted to the Grants Management Office using one of the following options: email the Grants Specialist listed on the award or send to us in the mail at U.S. EPA - Region 5, 77 W. Jackson Blvd., MC-10J, Chicago, IL 60604. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

Programmatic Conditions

ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports:

The recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge allowable pre-award costs (both Federal and non-Federal matching shares) incurred 90 calendar days before the actual award date provided that such costs were contained in the approved application. Expenses more than 90 calendar days pre-award require prior approval of EPA.

MEETINGS / CONFERENCES / TRAVEL COSTS

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer. Specifically, at least 45 days in advance, the recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the

Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and estimated travel costs. The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable. In addition, the recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs and in certain instances, the US Department of State. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

SIGNAGE

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the City of Muskegon received financial support in the amount of \$110,449 from the EPA.

REPORTING

[A] Reporting Results: The recipient will use its progress reports to provide EPA with timely information describing GLRI activities under this award to demonstrate how results contribute towards goals, objectives, and measures under GLRI Action Plan II. Recipient reporting may be required as frequently as quarterly, but no less than bi-annually (as noted in section B below). Detailed reporting instructions will be provided following the update, revision, or replacement of the Great Lakes Accountability System.

[B] Bi-annual progress reports: In addition to reporting results, the recipient shall submit bi-annual progress reports (electronically) to the EPA Project Officer by March 30 and September 30 of each year, **starting with September 30, 2015** through the life of the assistance agreement. Progress reports shall document progress under the project in writing and in pictures. Online application materials provide a suggested outline, addressing:

(<http://www.epa.gov/greatlakes/fund/applicationpac/Management/ProgressReport.pdf>)

- (1) work accomplished for the period, including quantifiable, incremental, and cumulative progress on GLRI Action Plan II measures of progress;
- (2) object Class Category changes;
- (3) corrective actions;
- (4) projected new work;
- (5) percent completion of scheduled work;
- (6) percent of budgeted amounts spent;
- (7) any change in principal investigator;
- (8) any change needed in project period;
- (9) date and amount of latest drawdown request; and
- (10) delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The reports must contain information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement.

TIMELY FISCAL EXPENDITURES

The recipient must ensure funds are expended timely commensurate to the progression of Project

Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must notify the EPA Project Officer of potential drawdown delays that exceed 180 days.

VOLUNTARY COST-SHARE OR OVERMATCH

This award and the resulting federal funding of \$ 221,897 is based on estimated costs requested in the recipient's application dated August 29, 2014. Included in these costs is a voluntary cost-share contribution of \$111,448 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share) that the recipient included in its application dated August 29, 2014. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its application dated August 29, 2014 EPA may take action as authorized by 40 CFR Parts 30 or 31 and/or 2 CFR Part 180 as applicable.

Substantial Federal Involvement for Cooperative Agreements

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and reporting of results.



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of October 29, 2014, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the West Michigan Shoreline Regional Dev. Comm., County of Muskegon ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Erin Kuhn, Executive Director
Name/Title of Authorized Representative
316 Morris Ave.
Address
Muskegon, MI 49440
Address
231-722-7878
Telephone number

GRANT INFORMATION:

Project Name: Muskegon Lk Watershed Area Stormwater
Project #: 1648-01
Project Total: \$ 102,404
Amount of Match \$ 10,240
Grant Award \$ 92,164 (grant plus match)
Start Date: 7/1/2013 End Date: 10/1/2017

DEQ REPRESENTATIVE:

Sonya T. Butler, Chief
Name/Title
525 West Allegan St., PO Box 30473
Address
Lansing, MI 48909-7973
Address
(517) 373-2161
Telephone number
Butlers2@michigan.gov
E-mail address

AUTHORITY REPRESENTATIVE:

Joseph L. Fielek, Executive Director, MFA
Name/Title
430 W. Allegan St., Austin Building
Address
Lansing, MI 48922
Address
(517) 335-0994
Telephone number
treas_bondfinance@michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE



Signature of Grantee

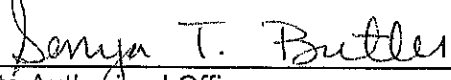
October 29, 2014

Date

Erin Kuhn, Executive Director

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

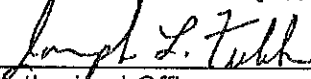


Its Authorized Officer

October 29, 2014

Date

MICHIGAN FINANCE AUTHORITY



Its Authorized Officer

October 29, 2014

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

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

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

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

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

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

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

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

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

VI. ASSIGNABILITY

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

VII. NON-DISCRIMINATION

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

VIII. UNFAIR LABOR PRACTICES

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

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

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

X. CONFLICT OF INTEREST

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

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

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

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

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

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

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

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

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

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

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

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

"(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

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

XX. SUBCONTRACTS

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

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Exhibit A

Grantee: West Michigan Shoreline Regional Development Commission

Project Name: Muskegon Lake Watershed Priority Area Stormwater Management Plan

DEQ Approved Grant Amount: \$92,164 (Ninety-two Thousand One Hundred Sixty-four Dollars)

Time Period for Eligible Costs: Start Date July 2013

End Date October 2017

Description of Approved Project Scope:

Preparation of a Stormwater Management Plan.

DEQ Approved Project Costs	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$0
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$0
5. Stormwater Asset Management Plan Costs	\$0
6. Stormwater Management Plan Costs	\$102,404
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$102,404
10. LESS Local Match (<i>if applicable</i>)	\$10,240
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$92,164

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify) _____		
* 3. Date Received: _____		4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____		* 5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Muskegon		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 38-6004-522		* c. Organizational DUNS: 017270868
d. Address:		
* Street1: 933 Terrace St.		
Street2: _____		
* City: Muskegon		
County: Muskegon		
* State: Michigan		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 49443-0536		
e. Organizational Unit:		
Department Name: Community & Economic Development		Division Name: NA
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.		* First Name: Cathy
Middle Name: _____		
* Last Name: Brubaker-Clarke		
Suffix: _____		
Title: Director of Community & Economic Development		
Organizational Affiliation: City of Muskegon, Community & Economic Development		
* Telephone Number: 231-724-6702		Fax Number: (231) 724-6790
* Email: cathy.brubaker-clarke@shorelinecity.com		

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.469

CFDA Title:

Great Lakes Program

*** 12. Funding Opportunity Number:**

Not Provided

*** Title:**

2014 Great Lakes Shoreline Cities Green Infrastructure Grants

13. Competition Identification Number:

NA

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Muskegon, Muskegon County, Michigan

*** 15. Descriptive Title of Applicant's Project:**

City of Muskegon Green Infrastructure Project

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant MI-002

* b. Program/Project MI-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: July 1, 2015

* b. End Date: June 30, 2017

18. Estimated Funding (\$):

* a. Federal 110,448.60

* b. Applicant 1000.00

* c. State 99,403.74

* d. Local 11,044.88

* e. Other

* f. Program Income

* g. TOTAL 221897.20

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.) Applicant Federal Debt Delinquency Explanation**☐ Yes☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Mike

Middle Name:

* Last Name:

Franzak

Suffix:

* Title:

Zoning Administrator

* Telephone Number: 231-724-6702

Fax Number: (231) 724-8790

* Email: mike.franzak@shorelinecity.com

* Signature of Authorized Representative:

* Date Signed: August 29, 2014

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NA

Item:	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. • Pre-application • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation -An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision -Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier: Enter the entity Identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	Applicant Information: Enter the following in accordance with agency instructions: a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your

	organization is not in the US, enter 44-444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, If country is US), Province, Country (Required), Zip/Postal Code (Required, If country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, (if applicable) that will undertake the assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this applicant required), organizational affiliation (If affiliated with an organization other on: Enter the name (First and last name than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority M. Nonprofit N. Nonprofit O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and

	title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable. C. Increase Duration D. Decrease Duration E. Other (specify)
14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include: But may not be limited to; delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.
21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Green Infrastructure	Not Provided	\$ 110,448.60	\$ 111,448.60	\$	\$	\$ 221,897.20
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 110,448.60	\$ 111,448.60	\$ 0.00	\$ 0.00	\$ 221,897.20
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
		(1) Green Infrastructure	(2)	(3)	(4)	
a. Personnel		\$	\$	\$ 697.40	\$	\$ 697.40
b. Fringe Benefits				232.86		232.86
c. Travel						0.00
d. Equipment						0.00
e. Supplies						0.00
f. Contractual		26,681.56		102,403.74		129,085.30
g. Construction		83,767.04				83,767.04
h. Other				8,044.86		8,044.86
i. Total Direct Charges (sum of 6a-6h)		110,448.60		111,378.86	0.00	221,827.46
j. Indirect Charges				69.74		69.74
k. TOTALS (sum of 6i and 6j)		\$ 110,448.60	\$	\$ 111,448.60	\$ 0.00	\$ 221,897.20
7. Program Income		\$	\$	\$	\$	0.00

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Green Infrastructure	\$ 1,000.00	\$ 99,403.74	\$ 11,044.86	\$	111,448.60
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$ 1,000.00	\$ 99,403.74	\$ 11,044.86	\$	111,448.60

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter			4th Quarter
		1st Quarter	2nd Quarter	3rd Quarter	
13. Federal	\$ 55,224.30	\$ 13,806.10	\$ 13,806.10	\$ 13,806.10	\$ 13,806.00
14. Non-Federal	111,448.60	27,862.15	27,862.15	27,862.15	27,862.15
15. TOTAL (sum of lines 13 and 14)	\$ 166,672.90	\$ 41,668.25	\$ 41,668.25	\$ 41,668.25	\$ 41,668.15

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.Green Infrastructure	\$ 13,806.10	\$ 13,806.10	\$ 13,806.10	\$ 13,806.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 13,806.10	\$ 13,806.10	\$ 13,806.10	\$ 13,806.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges: Fixed rate, 10% of hourly rate (\$697.40) = \$69.74
23. Remarks: City of Muskegon's (applicant) \$1,000 match to project is in-kind. Staff time will be spent administering grant project.	

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in Column (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For *new applications*, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the | <ol style="list-style-type: none"> basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
|--|---|

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreement. 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more. 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).	12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) Related to protecting components or potential components of the national wild and scenic rivers system. 13. Will assist the awarding agency in assuring compliance will Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.). 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Zoning Administrator
APPLICANT ORGANIZATION City of Muskegon	DATE SUBMITTED August 29, 2014

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Mike Franzak, Zoning Administrator

Typed Name & Title of Authorized Representative

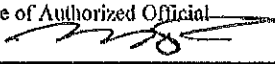


8-29-14

Signature and Date of Authorized Representative

**Preaward Compliance Review Report for
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

I. Applicant/Recipient (Name, Address, State, Zip Code).		DUNS No.
City of Muskegon (Mike Franzak, 933 Terrace St., Muskegon, MI 49443-0536)		017270968
II. Is the applicant currently receiving EPA assistance?		
No		
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)		
None		
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)		
None		
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))		
None		
VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.		
Yes ☒ No ☒		
a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).		
Yes ☒ No ☐		
b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies.		
Yes ☐ No ☒		
VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95)		
Yes ☒ No ☐		
a. Do the methods of notice accommodate those with impaired vision or hearing?		
Yes ☐ No ☒		
b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?		
Yes ☐ No ☒		
c. Does the notice identify a designated civil rights coordinator?		
Yes ☐ No ☒		
VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))		
NA		
IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)		
NA		
X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.		
NA		
XI.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.		
NA		
For the Applicant/Recipient		
I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
	Zoning Administrator	August 29, 2014
For the U.S. Environmental Protection Agency		
I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized EPA Official	B. Title of Authorized EPA Official	C. Date
See ** note on reverse side		

Instructions for EPA FORM 4700-4 (Rev. 04/2009)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

**2014 GREAT LAKES SHORELINE CITIES GREEN INFRASTRUCTURE GRANTS
CITY OF MUSKEGON, MICHIGAN
AUGUST 29, 2014**

NARRATIVE STATEMENT (WORK PLAN)

- 1. Describe the green infrastructure measure(s) to be installed/implemented and the specific public property/properties where the project(s) will be installed/implemented.**

Muskegon Lake is a 4,149-acre inland coastal lake located in Muskegon County, Michigan. The lake is primarily fed by the Muskegon River and drains directly to Lake Michigan. The proposed project will focus on the Division Street Outfall (DSO) subwatershed, one of eight subwatersheds located within the Muskegon Lake Area of Concern (AOC). The DSO subwatershed was formerly the Beidler Creek subwatershed before the creek was placed in an underground piping system in the early 1900s. The DSO storm drain is located on the southern shore of Muskegon Lake and discharges to Muskegon Lake through a 100-inch outfall, located between Muskegon County's popular Heritage Landing festival grounds and the Muskegon Family YMCA. The DSO subwatershed is heavily urbanized; impacted by storm water runoff; and receives stormwater discharges from the City of Muskegon's storm sewer system.

The proposed project involves the design and installation of a suite of green infrastructure practices on 6.5 acres of very visible public property located in the City of Muskegon (City) and the Muskegon Lake DSO subwatershed. The project area includes two county parcels and two city parcels. The parcels are located north of Beidler Street's northern termination point and approximately 400 feet south of the DSO and the Muskegon Lake shoreline. A 1.2-acre deteriorating parking lot is located on the west portion of the project area. The project area has historically served a community camp area during local events and festivals. Potential future uses of the project area include the development of a dog park. Vegetative green infrastructure practices, such as wetlands, rain gardens, and bioswales, will be designed to capture and treat storm water runoff on-site. It is anticipated that a minimum of one wetland, two rain gardens, and one bioswale will be designed and installed at the project area.

- 2. Describe the way(s) in which green infrastructure project(s) will improve Great Lakes water quality.**

The International Joint Commission listed Muskegon Lake and its immediate drainage area as an AOC in 1987. The AOC has nine beneficial use impairments (BUIs) as the result of historic development and industrialization. The Michigan Department of Environmental Quality (MDEQ) developed the Stage 2 Muskegon Lake Remedial Action Plan (RAP) in 2011. According to the 2011 RAP, the Muskegon Lake AOC suffers from degraded benthic communities due to heavy metals and organic chemicals originating from stormwater and municipal sewage discharges (Table 1). The RAP lists Muskegon Lake and the DSO subwatershed as specific water bodies with degraded benthic communities due, in large part, to stormwater discharges. As a result, the City participates in the Muskegon Area Municipal Stormwater Management Committee (MAMSMC) to manage stormwater runoff and pollution in the Muskegon Lake Watershed.

Table 1. Water Quality Impairments

Sub-watershed	Land Uses	Pollutants/Impairments	Sources of Pollutants/Impairments	Information Sources
Division Street Outfall	Residential (66%), commercial (16%), industrial (17%), open space (1%)	Degradation of benthos, heavy metals, organic chemicals, mercury	Discharge of storm water and municipal sewage, Unknown for mercury	Muskegon Lake Remedial Action Plans ^{1,2}

¹ Michigan Department of Environmental Quality. 2011. Stage 2 Remedial Action Plan, Muskegon Lake Area of Concern.

² Michigan Department of Environmental Quality. 1987. Muskegon Lake Remedial Action Plan, Muskegon Lake Area of Concern.

Storm water from industrial facilities was reportedly discharged into the DSO storm drain from 1900 through 1975. Following a reduction in point source pollution, it is believed the DSO currently releases only storm water to Muskegon Lake. As a result of historical contamination, a sediment contamination removal project at the DSO area was funded by the U.S. EPA and the MDEQ in 2012. The project improved benthic conditions and the community is eager to return the DSO area to water-based recreational uses. However, water quality and the potential recontamination of the DSO area by stormwater pollution remains a concern of the City.

Reducing the input of polluted stormwater runoff to the DSO area using green infrastructure practices would result in several environmental benefits to the Great Lakes region:

1. Reduce stormwater runoff and pollutants discharged to the DSO area, Muskegon Lake, and Lake Michigan;
2. Improve the water quality of the DSO area and subsequently Muskegon Lake and Lake Michigan;
3. Improve the benthic community structure (i.e., increasing community diversity and relative abundance) inhabiting the DSO area; and
4. Assist in eliminating the "Degraded Benthos" BUI in the Muskegon Lake AOC.

In addition to the benefits listed above, improving the water quality of Muskegon Lake will benefit the Muskegon Lake fish community. According to Michigan Department of Natural Resources (MDNR), "The primary resource concerns for Muskegon Lake are fisheries habitat protection, restoration, and maintaining and improving public access". Of Michigan's 108 large inland lakes, Muskegon Lake ranks at the top of the list in angler-use per acre and harvest rates of fish and has very diverse fisheries. According to the MDNR Fisheries Division, "Muskegon Lake is a diverse and special fishery, with these unique characteristics:

1. Walleye – largest spawning population in Lake Michigan south of Green Bay;
2. Chinook Salmon – greatest amount of natural reproduction in Lake Michigan;
3. Steelhead - very high catch rates compared to other Michigan streams;
4. Lake Sturgeon – originally very abundant with remnant population in restoration phase;
5. Yellow Perch – good fisheries and important production of young for Lake Michigan;
6. Largemouth and Smallmouth Bass – heavily used by anglers including tournaments;
7. Others – northern pike, panfish, white bass, channel and flathead catfish."

Angler-days per year on Lake Michigan were 45,218 with an annual economic value of \$1.8 million between 2002 and 2003. Estimates of value to the local economy are conservative and do not include night or off-season fisheries. Angler surveys were conducted by MDNR Fisheries Division and dollar estimates were based on \$39/angler-day via National Survey of Fishing, Hunting and Wildlife-Associated Recreation (U.S. Fish & Wildlife 2011).

Muskegon Lake is well suited to provide a viable fishery resource to meet the needs of subsistence fishers and recreational anglers throughout the Great Lakes and its surrounding communities. Therefore, improving Muskegon Lake water quality to protect and restore fisheries habitat is critical to meeting these needs and addressing MDNR's primary resources concerns for Muskegon Lake.

3. Include a statement describing how the project(s) supports the applicable Lakewide Management Plan through one or more of the following:

a. Reducing discharge of untreated stormwater runoff to a Great Lake or a waterway that discharges to a Great Lake

Due to the vast extent of storm sewer infrastructure in the DSO subwatershed, green infrastructure practices will be critical to reducing stormwater runoff and pollutant discharges to the DSO area and subsequently Muskegon Lake and Lake Michigan.

b. Reducing the discharge of sewer system overflows to a Great Lake or a waterway that discharges to a Great Lake

The City does not have a combined sewer system, but sanitary sewer overflows have occurred. The Muskegon County Wastewater Management System improved sanitary sewer pipes and lift stations to prevent accidental discharges of sanitary waste from entering the DSO storm drain system. Therefore, sewer system overflows have not been an issue within the City for three consecutive years, with one exception. The one exception occurred during an electrical problem during a recent storm affecting Ruddiman Creek watershed; however, Muskegon County completed subsequent improvements to prevent such problems from occurring in the future.

c. Reducing the discharge of sediment, nutrients, chemicals, bacteria and/or other contaminants to a Great Lake or a waterway that discharges to a Great Lake

By capturing and treating polluted stormwater runoff, the amount of sediment, nutrients (phosphorus and nitrogen), and bacteria discharged to the DSO area will be significantly reduced. The DSO area is known to have elevated heavy metals and organic chemicals due to stormwater discharges. By improving the water quality of the stormwater discharge at the DSO storm drain, the water quality and Muskegon Lake and Lake Michigan, the receiving water bodies, will also be improved.

d. Reducing threats to public health at beaches or in nearshore areas caused by contaminants including, but not limited to, bacteria, nutrients, and chemicals

The population of the City includes primarily low to medium income families in mixed-use urban settings, with strong ties to Muskegon Lake recreation. Muskegon County's Rotary Park at Heritage Landing surrounds the DSO area. Through grant funds from the Michigan Natural Resources Trust Fund, Muskegon County intends to install a fishing pier at the DSO area and a landing to allow access to the water by canoes and kayaks. The landing will also be equipped for handicapped people allowing them access to the water. The county is very supportive of this project to improve water quality of the DSO area to prevent potential health risks to residents and visitors.

In addition, Hartshorn Municipal Marina, which has 132 boat slips, is located 500 feet west of the DSO area. Approximately 25 anglers per day use the marina, a quarter of its daily use. An additional 100 daily bikers access the marina via the Lakeshore Trail, a 7-mile paved bike path between Muskegon River and Lake Michigan. The bike trail's connection to Berry Junction Trail makes marina accessible to six communities.

Because the DSO area has the potential to impact public health at Rotary Park and the Hartshorn Municipal Marina, measures to reduce stormwater pollution and potential public health risks are critical.

4. **Include an affirmation that the green infrastructure measure(s) to be installed are not required by a permit or enforcement order.**

The proposed green infrastructure practices are not required by any permit or enforcement order.

5. **Identify any non-governmental or private sector partners involved in the projects.**

The West Michigan Shoreline Regional Development Commission (WMSRDC) will assist with facilitating public involvement in the project, manage the grant, develop bids, contract the design and construction work, and develop the final report. WMSRDC is a federal and state designated regional planning and development agency serving the City and 120 local governments in Lake, Mason, Muskegon, Newaygo, and Oceana Counties. Kathy Evans, Project Manager, has over 25 years of experience managing watershed and stormwater projects in the Muskegon Lake watershed in partnership with the City. She will be the primary WMSRDC staff contact for this project.

6. **Describe the processes that will be used to locate, design, and install the green infrastructure project(s).**

WMSRDC's pending Stormwater, Asset Management, and Wastewater (SAW) grant from the MDEQ will provide the design work and initial implementation work for the proposed project. During the SAW grant project, field visits, siting of the green infrastructure practices, a site survey, and the site design will be completed. An implementation timeline and operations and maintenance (O&M) plan will also be completed during the SAW project. During the proposed implementation project, the green infrastructure practices will be installed. As described below, the public will be engaged to offer project direction and guidance throughout the project. Because the City desires to reroute a portion of the stormwater system to the project area, storm sewer modifications will be considered to maximize the amount of stormwater infiltrated on site.

7. **Describe any public participation that will be carried out in conjunction with the siting, design, and implementation of the green infrastructure project(s).**

The City, in partnership with WMSRDC, will facilitate public involvement in the proposed project to engage watershed stakeholders for the purpose of providing project guidance and direction. Specifically, the Muskegon Lake Watershed Partnership (MLWP), a citizen's group dedicated to de-listing Muskegon Lake as an AOC, will be involved in the project. The MLWP will be asked to give input on the project as a part of their monthly committee meetings. In addition, the City, in partnership with WMSRDC, will facilitate a public tour of the project area during the final project quarter to educate the public on the benefits of green infrastructure and stormwater management. Signage will be installed to educate the public about the benefits of green infrastructure and stormwater management. These green infrastructure practices will serve as demonstration sites for the community to promote additional installations in the City.

8. **Estimate the reduction in stormwater runoff of the green infrastructure project(s) to be installed using EPA's National Stormwater Calculator, expressed in gallons.**

Based on the EPA's National Stormwater Calculator, the proposed green infrastructure practices will infiltrate 5,059,457 gallons of rainwater. An additional 67,635 gallons of rainwater will be lost to the atmosphere by evaporation for a total of 5,127,092 gallons. This calculation is based on 31.85 annual inches of rainfall and a 6.5-acre project area.

- 9. Describe the steps the city will take to ensure the green infrastructure project(s) will be preserved (kept in a green infrastructure use, and not converted to hardscape) for at least 15 years.**

The Muskegon City Commission adopted a motion at their meeting on August 27, 2014 to apply for this grant, including the commitment to preserve the green infrastructure practices for 15 years. The motion was passed unanimously. The Muskegon City Commission also plans to adopt a resolution during the first project quarter to preserve the constructed green infrastructure practices for 15 years.

- 10. Describe the steps the city will take to ensure the green infrastructure project(s) will be properly maintained for a period of at least 15 years.**

The City and Muskegon County Department of Public Works are committed to preserving the constructed green infrastructure practices for 15 years. Maintenance will be completed through normal municipal maintenance practices for public landscapes and stormwater infrastructure.

- 11. Provide for a final report to be submitted at the conclusion of the grant-funded work.**

A final report will be submitted during the final project quarter. Time for report development is included in the itemized budget.

- 12. Provide an itemized budget identifying the amount(s) and source(s) of non-EPA funding committed for the project, as well as the amount of EPA funding requested.**

An itemized budget identifying the amounts and sources of non-EPA funding and the requested EPA fund amount is attached. WMSRDC's pending SAW grant will provide a portion of the required match, the design work, and the initial implementation work for the proposed project.

**2014 GREAT LAKES SHORELINE CIITES GREEN INFRASTRUCTURE GRANT
CITY OF MUSKEGON, MICHIGAN
ITEMIZED PROJECT BUDGET**

Project Tasks:	MDEQ SAW Project	U.S. EPA Green Infrastructure Project	Total Funds
1 Contract Development	\$689.52	\$1,500.00	\$2,189.52
2 Grant Administration	\$11,381.56	\$11,381.56	\$22,763.12
3 Project Coordination Meetings	\$8,044.86	\$3,000.00	\$11,044.86
4 Field Visits	\$10,577.20		\$10,577.20
5 Landowner Coordination Meetings (City/County)	\$5,979.80		\$5,979.80
6 Description/Determination of Drainage Area	\$2,341.80		\$2,341.80
7 Description/Determination of Storm Sewer System	\$16,199.80		\$16,199.80
8 Determination of stormwater Sources/Pollution	\$13,567.20		\$13,567.20
9 Design of Site-Specific Green Infrastructure Projects	\$17,660.80		\$17,660.80
10 Site Survey	\$10,222.63		\$10,222.63
11 Project Implementation Timeline	\$2,332.40		\$2,332.40
12 Operation & Maintenance Plan	\$6,769.80		\$6,769.80
13 Bid Construction Work		\$4,300.00	\$4,300.00
14 Construction of Green Infrastructure Practices		\$83,767.04	\$83,767.04
15 Signage Installation		\$3,910.00	\$3,910.00
16 Runoff Reduction Calculations		\$1,080.00	\$1,080.00
17 Public Tour	\$4,681.23		\$4,681.23
18 Public Updates		\$210.00	\$210.00
19 Final Report		\$2,300.00	\$2,300.00
Project Total:	\$110,448.60	\$111,448.60	\$221,897.20
Project Design and Implementation Split:	Project Funds	Project %	
Project Design:	\$51,316.26	23%	
Project Implementation:	\$170,580.94	77%	
Project Total:	\$221,897.20	100%	
Sources of Project Funding:	Project Funds		
EPA Green Infrastructure Project (EPA Grant Funds)	\$110,448.60		
EPA Green Infrastructure Project (City In-Kind Match*)	\$1,000.00		
MDEQ SAW Project (State Grant Funds)	\$99,403.74		
MDEQ SAW Project (Local Match)	\$11,044.86		
Project Total:	\$221,897.20		
Match vs. Grant Funds:	Project Funds	Project %	
State and Local Match Funds	\$111,448.60	50.2%	
U.S. EPA Grant Funds	\$110,448.60	49.8%	
Project Total:	\$221,897.20	100%	

Notes:

MDEQ = Michigan Department of Environmental Quality

SAW = Stormwater, Asset Management, and Wastewater Grant Project

*City of Muskegon's in-kind match will be staff time spent administering the grant project.

**2014 GREAT LAKES SHORELINE CITIES GREEN INFRASTRUCTURE GRANT
CITY OF MUSKEGON, MICHIGAN
ITEMIZED PROJECT BUDGET**

Funds by Project Partner:	MDEQ SAW Project	U.S. EPA Green Infrastructure Project	Total Funds
City of Muskegon	\$0.00	\$1,000.00	\$1,000.00
WMSRDC	\$20,379.74	\$17,079.27	\$37,459.01
Consultant	\$82,024.00	\$9,602.29	\$91,626.29
Construction	\$0.00	\$83,767.04	\$83,767.04
Consumers Energy	\$5,000.00	\$0.00	\$5,000.00
Great Lakes Dock and Materials and Verplank Trucking	\$2,000.00	\$0.00	\$2,000.00
Muskegon Lake Watershed Partnership	\$1,044.86	\$0.00	\$1,044.86
Project Total:	\$110,448.60	\$111,448.60	\$221,897.20

NEGOTIATED INDIRECT COST RATE

The City of Muskegon, Michigan does not have an established indirect cost rate agreement, and we will need to establish one with the U.S. EPA if this project is awarded. The City anticipates that the U.S. EPA will serve as the cognizant agency, and that they will establish an interim rate and adjust the City's budget once the City's indirect cost rate is approved.

**KEY CONTACTS FORM**

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Mike Franzak

Title: Zoning Administrator

Complete Address: 933 Terrace St.

Muskegon, MI 49443-0536

Phone Number: 231-724-6702

Payee: *Individual authorized to accept payments.*

Name: Cathy Brubaker-Clarke

Title: Director of Community & Economic Development

Mail Address: 933 Terrace St., Muskegon, MI 49443-0536

Phone Number: 231-724-6702

Administrative Contact: *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc.)*

Name: Cathy Brubaker-Clarke

Title: Director of Community & Economic Development

Mailing Address: 933 Terrace St., Muskegon, MI 49443-0536

Phone Number: 231-724-6702

FAX Number: (231) 724-6790

E-Mail Address: cathy.brubaker-clarke@shorelinecity.com

Principal Investigator: *Individual responsible for the technical completion of the proposed work.*

Name: Cathy Brubaker-Clarke

Title: Director of Community & Economic Development

Mailing Address: 933 Terrace St., Muskegon, MI 49443-0536

Phone Number: 231-724-6702

FAX Number: (231) 724-6790

E-Mail Address: cathy.brubaker-clarke@shorelinecity.com

Web URL: <http://www.muskegon-mi.gov/departments/planning/>



ADDITIONAL KEY CONTACTS

(Use as many sheets as needed.)

Major Co-Investigators: *Individual responsible for the completion of major portions of the proposed work.*

Name: Kathy Evans

Title: Project Manager, West Michigan Shoreline Regional Development Commission

Mailing Address: P.O. Box 387, 318 Morris Avenue, Suite 340, Muskegon, Michigan 49443-0387

Phone Number: (231) 722-7878 ext. 17

FAX Number: (231) 722-9362

E-Mail Address: kevans@wmsrdc.org

Web URL: <http://www.wmsrdc.org/>

Major Co-Investigators: *Individual responsible for the completion of major portions of the proposed work.*

Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____

FAX Number: _____

E-Mail Address: _____

Web URL: _____

Major Co-Investigators: *Individual responsible for the completion of major portions of the proposed work.*

Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____

FAX Number: _____

E-Mail Address: _____

Web URL: _____

2014 USEPA GREAT LAKES SHORELINE CIITES GREEN INFRASTRUCTURE GRANT & MDEQ SAW GRANT PROJECTS
CITY OF MUSKEGON, MICHIGAN
WORKPLAN, TIMELINE, & BUDGET

Project Task	Outcomes/ Deliverables	Description/ Comments	Major Milestones	Estimated Completion Dates	MDEQ SAW Project Funds	U.S.EPA Green Infrastructure Project Funds	Combined Project Funds	MDEQ SAW Project %	U.S.EPA Green Infrastructure Project %	Combined Project %
1. Grant Administration	A. Contract Development	Sign grant agreement. Prepare any necessary contractual documents with USEPA, consultants, and contractors.	USEPA/ MDEQ Milestones: Signed agreements	1/30/2015	\$689.52	\$1,500.00	\$2,189.52	0.6%	1.3%	1.0%
	B. General Project Administration	Maintain complete books and records relating to the grant and financial affairs of the project. Coordinate with landowners on match contributions. Pay consultant/ contractor invoices.		Ongoing	\$11,381.56	\$11,381.56	\$22,763.12	10.3%	10.2%	10.3%
	C. Project Coordination Meetings	Facilitate regular conference calls with project partners to coordinate on project tasks.		Ongoing	\$8,044.86	\$3,000.00	\$11,044.86	7.3%	2.7%	5.0%
2. Data Collection	A. Description/ Determination of Drainage Area	Prepare description and map of the jurisdictional boundaries of the sub/watershed drainage area.	MDEQ Milestone: Drainage area description and map complete	3/31/2015	\$2,341.80	\$0.00	\$2,341.80	2.1%	0.0%	1.1%
	B. Description/ Determination of Storm Sewer System	Prepare description of hydrology, piping/channels, storage, floodplains, flood controls based on available information. Prepare a map of the storm sewer system with applicable features, including digitizing municipal maps of the storm sewer system.	MDEQ Milestone: Storm sewer system description complete	3/31/2015	\$16,199.80	\$0.00	\$16,199.80	14.7%	0.0%	7.3%
	C. Field Visits	Finalize list of committed landowners. Contact landowners to schedule site visit dates/times. Conduct two field visits over four days to discuss site-specific water quality issues and BMP opportunities.		4/30/2015	\$10,577.20	\$0.00	\$10,577.20	9.6%	0.0%	4.8%
	D. Landowner Coordination Meetings (City/County)	Contact landowners to set up project coordination meeting dates/times. Prepare for and meet with landowners to discuss stormwater management plan components.		5/31/2015	\$5,979.80	\$0.00	\$5,979.80	5.4%	0.0%	2.7%
	E. Determination of Stormwater Sources/Pollution	Prepare description of stormwater sources and water quality problems based on existing information. Coordinate with local governments and landowners to solicit their input on stormwater quality problems. Prepare spreadsheet of identified pollution sources by water body.	MDEQ Milestone: Stormwater sources/pollution description complete	6/30/2015	\$13,567.20	\$0.00	\$13,567.20	12.3%	0.0%	6.1%
	F. Site Survey	Select and coordinate with surveyor to conduct topographic surveys (no legal descriptions). Obtain access permissions.		7/31/2015	\$10,222.63	\$0.00	\$10,222.63	9.3%	0.0%	4.6%

2014 USEPA GREAT LAKES SHORELINE CIITES GREEN INFRASTRUCTURE GRANT & MDEQ SAW GRANT PROJECTS
CITY OF MUSKEGON, MICHIGAN
WORKPLAN, TIMELINE, & BUDGET

Project Task	Outcomes/ Deliverables	Description/ Comments	Major Milestones	Estimated Completion Dates	MDEQ SAW Project Funds	U.S.EPA Green Infrastructure Project Funds	Combined Project Funds	MDEQ SAW Project %	U.S.EPA Green Infrastructure Project %	Combined Project %
3. Planning & Design	A. Design of Site-Specific Green Infrastructure Projects	Scope out feasibility of BMP projects. Develop BMP descriptions, approximate placement, and relative cost/sizing in coordination with landowners based on existing published information. Develop conceptual drawings for each landowner. Relative sizing to be based, in part, on the Ruddiman Creek Watershed BMP Scoping Tool. Submit BMP strategy to landowners for comment. Request from landowners any Phase I or II ESAs or Due Care Plans.	MDEQ Milestone: Design 75% complete	9/30/2015	\$17,660.80	\$0.00	\$17,660.80	16.0%	0.0%	8.0%
			MDEQ Milestone: Design 100% complete	10/31/2015						
	B. Project Implementation Timeline	Prepare timeline in coordination with landowners.		11/30/2015	\$2,332.40	\$0.00	\$2,332.40	2.1%	0.0%	1.1%
	C. Operation & Maintenance Plan	Prepare general O&M plan requirements and cost estimates based on published information and costs. Submit O&M plan to landowners and gather their comments on feasibility.		12/31/2015	\$6,769.80	\$0.00	\$6,769.80	6.1%	0.0%	3.1%
4. Construction	A. Bidding of Construction Work	Develop bid package, including contract documents, specifications, drawings, and project manual. Collect and review bids and select contractor.	USEPA Milestone: Contractor selected	2/28/2016	\$0.00	\$4,300.00	\$4,300.00	0.0%	3.9%	1.9%
	B. Construction of Green Infrastructure Practices	Install green infrastructure practices according to approved designs and drawings.	USEPA Milestone: Green Infrastructure installed	5/31/2016	\$0.00	\$83,767.04	\$83,767.04	0.0%	75.2%	37.8%
	C. Construction Oversight	Provide construction observation/quality assurance during construction activities.								
	D. Signage Installation	Design and install signage to fulfill grant requirements.	USEPA Milestone: Signage installed	6/30/2016	\$0.00	\$3,910.00	\$3,910.00	0.0%	3.5%	1.8%
	E. Runoff Reduction Calculations	Use EPA's National Stormwater Calculator to calculate reduction in stormwater runoff from green infrastructure practices.	USEPA Milestone: Runoff calculations complete	7/31/2016	\$0.00	\$1,080.00	\$1,080.00	0.0%	1.0%	0.5%
5. Public Outreach	A. Public Tour	Facilitate presentation/tour to educate public on the benefits of green infrastructure and stormwater management. Obtain access permissions and advertise tour.		8/31/2016	\$4,681.23	\$0.00	\$4,681.23	4.2%	0.0%	2.1%
	B. Public Updates	Provide project to the Muskegon Lake Watershed Partnership for their input and comment.		Quarterly	\$0.00	\$210.00	\$210.00	0.0%	0.2%	0.1%
6. Reporting	A. Develop Final Report	Develop a final report with the number, size, locations, and co-benefits of installed practices and the resulting stormwater runoff reduction.	USEPA Milestone: Report submitted to USEPA	10/31/2016	\$0.00	\$2,300.00	\$2,300.00	0.0%	2.1%	1.0%
					\$110,448.60	\$111,448.60	\$221,897.20	100%	100%	100%

SAW GRANT APPLICATION
Part K - Project Cost Worksheet Supporting Documentation: Estimated Project Costs
Stormwater Management Plan for Muskegon Lake Watershed Priority Area
December 2, 2013
WMMSRDC

WMSRDC																	
No.	Task	Consultant Task Description	WMSRDC Tasks				Consultant Labor Hours				WMSRDC Labor Hours				Total		
				C6	C2	T2	B2					Exec Dir.	Exec Asst.	Finance Mgr.	Proj Mgr.	Total	
1.	Project Administration	Prepare contract between WMSRDC and Consultant, including terms and conditions.	Prepare contract between WMSRDC and MDEQ.														
A	Contract development																
B	General project administration	Prepare and submit quarterly invoices to WMSRDC. Coordinate with project partners on project status. Track budget, scope, and schedule.	Maintain complete books and records relating to the grant and financial affairs of the project in accordance with GAAP and GASAS. Coordinate with landowners on cash match contributions. Request grant funds from MDEQ quarterly. Pay quarterly invoices.	11	28			39	12	12	72	72					168
2.	Landowner involvement																
A	Conduct site visits (8 visits, 4 day trips)	Conduct 2 field visits per day over 4 days to discuss site-specific water quality issues and BMP opportunities.	Finalize list of committed landowners (8 total). Contact landowners to schedule site visit dates/times.	32	32			106									80
B	Facilitate landowner meetings (2 meetings)	Prepare for and meet with landowners to discuss Stormwater Management Plan components.	Contact landowners to set up project coordination meeting dates/locations.	15	25		2										32
3.	Development of Stormwater Management Plan																
A	Description of jurisdictional boundaries	Prepare description and a map of planning area.	Provide shapefiles of watershed boundaries, if available. If not, provide maps in pdf format that indicate watershed boundaries of planning area.		8	16											12
B	Description of system	Prepare description of hydrology, piping/channels, storage, floodplains, flood controls based on available information. Prepare a map of the storm sewer system with applicable features, including digitizing municipal maps of the storm sewer system.	Request and copy storm sewer system maps from the City of Muskegon and drain maps from the County Drain Commissioner to cover the planning area. Request existing GIS shapefile of the Ruddiman Creek storm sewer system from AWR/FT&H.	15	90	60											32
C	Description of stormwater sources/pollution	Prepare description of stormwater sources and water quality problems based on existing information, including the NPDES MSA Stormwater WMP and 303(d) list of impaired waters.	Coordinate with City of Muskegon, County Drain Commissioner, landowners, and MCD to solicit their input on stormwater water quality problems. Prepare spreadsheet of identified pollution sources by water body based on public input.	12	90	24											48
D	Strategy of Site-Specific BMP projects	Scope out feasibility of BMP projects. Develop BMP descriptions and determine approximate BMP placement, relative cost, and relative siting in coordination with landowners based on existing published information. Develop conceptual drawings for each landowner. Relative siting to be based, in part, on the BMP Scoping Tool developed during the Ruddiman Creek TMDL Project.	Submit Strategy of BMPs to landowners and gather their comments on feasibility. Request from landowners any Phase I and II Environmental Site Assessments and Due Care Plans that they have on file.	20	80	60	2	555									291
E	Conduct site surveys	Select and coordinate with survey subcontractor to conduct topographic surveys (no legal description).	Obtain access permissions from landowners prior to surveys.	1	6				1	1	1	16					
F	Implementation timeline	Prepare timeline in coordination with landowners.	Review feasibility of timeline.	2	16												16
G	Operation and Maintenance (O&M) plan	Prepare general O&M plan requirements and cost estimates based on published information and costs.	Submit O&M plan to landowners and gather their comments on feasibility.	12	40		1										32
A	Public involvement																
A	Conduct public meeting/tour (one meeting)	Prepare and assist in facilitating presentation/tour.	Schedule date, time, and location of meeting/tour. Prepare and distribute event advertisement. Assist in meeting/tour facilitation. Obtain access permissions from landowners prior to tour.	8	20			28	1	1	1	40					43
Total Hours:				328	435	160	5	728	48	16	78	424	536				

Total Hours: 128 435 160 5 728 18 16 78 424 535

Rate per Hour \$ 165 \$ 90 \$ 75 \$ 65 \$ 72,595 \$ 1,372 \$ 576 \$ 3,354 \$ 14,504 \$ 20,206

LABOR SUBTOTAL \$ 21,120 \$ 39,150 \$ 12,000 \$ 325 \$ 72,595 \$ 1,372 \$ 576 \$ 3,354 \$ 14,504 \$ 20,206

Expenses: Postage \$ 25.00 \$ 48.00
Mileage/Other Travel \$ 604.00 \$ 126.00
EXPENSES SUBTOTAL \$ 629.00 \$ 174.00

Subcontractor: Survey Crew \$ 8,000.00 \$ -
10% vendor mark-up \$ 800.00 \$ -
SURVEY SUBTOTAL \$ 8,800.00 \$ -

TOTAL \$ 82,024.00 \$ 30,379.74

Cash Match \$ 3,000.00
Grant \$ 82,024.00 \$ 17,379.74

Grant Total: \$ 99,403.74
March Required: \$ 11,004.86 10%
Project Total: \$ 110,448.60
Consumers Energy: \$ 5,000.00
WMMSRDC March: \$ 3,000.00
Great Lakes Dock and Materials and Verplank \$ 2,000.00
Trucking: \$ 1,000.00
Muskegon Lake Watershed Partnership: \$ 44.86
Match Needed Yet:

Date: April 22, 2015
To: Honorable Mayor and City Commissioners
From: Engineering
RE: Turnkey Network Solutions – METRO Act Permit

SUMMARY OF REQUEST: Approve the request for a permit from Turnkey Network Solutions and authorize the Mayor to sign the permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approve the permit and sign the documents.

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

**City of Muskegon
Name of Local Unit of Government**

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

BY

**US Signal Company, LLC
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

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

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

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

City of Muskegon
Name of local unit of government

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

**By
US Signal Company, LLC
("APPLICANT")**

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

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

1 GENERAL INFORMATION:

1.1 Date: April 15, 2015

1.2 Applicant's legal name: **US Signal Company, L.L.C.**
Mailing Address: **201 Ionia SW**
Grand Rapids, MI 49503
Telephone Number: **(866) 274-4625**
Fax Number: **(616) 988-0414**
Corporate website: **www.ussignalcom.com**

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

Name: **Charles M. Olszewski**
Mailing Address: **US Signal Company, LLC**
Grand Rapids, MI 49503
Telephone Number: **(616) 233-7191**
Fax Number: **(616) 583-0797**
E-mail Address: **colszewski@ussignalcom.com**

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

- ☐ Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Limited Liability Company
- ☐ Individual
- ☐ Other, please describe: _____

1.4 Assumed name for doing business, if any:

1.5 Description of Entity: **US Signal Company, L.L.C. is licensed by the Michigan Public Service Commission as a Competitive Local Exchange Carrier.**

1.5.1 Jurisdiction of incorporation/formation; **Michigan**

1.5.2 Date of incorporation/formation; **May 25, 2000**

1.5.3 If a subsidiary, name of ultimate parent company; **N/A**

1.5.4 CEO: **Richard Postma**

CFO: **Joanna Shaw**

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

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? **No**

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

Circle: Yes ☒ No

If "yes," please describe the circumstances.

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

1.9.1 A felony; or

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

Circle: Yes ☒ No

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

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

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

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

Per Section 1 (1.10), US Signal Company, L.L.C. holds a license to provide basic local exchange service.

2 DESCRIPTION OF PROJECT:

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

No additional applications are applicable as US Signal Company, L.L.C. has endorsement from the Michigan Department of Consumer and Industry Services, Attachment A and holds a license to provide basic local exchange service with the Michigan Public Service Commission, Attachment B.

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

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

2.4 Please provide an anticipated or actual construction schedule. Spring 2015

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. **US Signal Company, LLC**

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

Turnkey Network Solutions is responsible for the emergency restoration of the US Signal fiber Optic Network in Michigan. Please see Attachment E for the Emergency Restoration Call-Out List.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
201 Ionia Ave. SW, Grand Rapids, MI 49503

3.2 Location of all records and engineering drawings, if not at local office;
201 Ionia Ave. SW, Grand Rapids, MI 49503

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; **Charlie Olszewski, Manager of OSP & ISP Engineering, US Signal Company, L.L.C., 201 Ionia SW, Grand Rapids, MI 49503. Ph# 616-233-7191, Fax# 616-583-0797, colszewski@ussignalcom.com. Thomas C. Glass, Director, Turnkey Network Solutions, 7020 Southbelt Dr. SE, Caledonia, MI 49316. Ph# 616-988-3344, Fax# 616-455-9845, tglass@tkns.com.**

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

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

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

3.4.2.6 Independent contractor liability;

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

3.4.2.8 Environmental contamination;

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

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

4 CERTIFICATION:

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

US Signal Company, LLC



Signature

Randal Schreier

Print

Director of Engineering

Title

4-13-15

Date

S:\metroapplicationform.doc

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES, CORPORATION DIVISION
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

Attachment A

2013

Identification Number B68296	Limited Liability Company Name US SIGNAL COMPANY, L.L.C.
Resident agent name and mailing address of the registered office RICHARD POSTMA MI	
The address of the registered office 201 IONIA AVE SW GRAND RAPIDS MI 49503	

Electronic Signature		
Filed By R WEBER	Title AUTHORIZED AGENT	Phone 616-988-7021
☒ I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.		

Payment Information		
Payment Amount \$ 25	Payment Date/Time 12/04/2012 09:42:59	Reference Nbr 71315 6802 B68296 2013

Required by Section 207, Act 23, Public Acts of 1993

INFORMATION & INSTRUCTIONS**Annual Statement must be signed in accordance with MCL 450.4103.**

For Domestic Limited Liability Companies - It may be signed by a member, if managed by members, by a manager if managed by managers, or by an authorized agent of the company.

For Foreign Limited Liability Companies - Must be signed by a person with authority to do so under the laws of the jurisdiction of its organization.

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the CERTIFICATE OF MERGER

for

US SIGNAL COMPANY, L.L.C.

ID NUMBER: B68296

received by facsimile transmission on December 17, 2012 is hereby endorsed

Filed on December 17, 2012 by the Administrator.

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

Effective Date: December 31, 2012



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 17TH day of December, 2012.

Director

Bureau of Commercial Services

BCS/CD-750 (Rev. 04/12)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS												
BUREAU OF COMMERCIAL SERVICES												
Date Received	(FOR BUREAU USE ONLY)											
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 5px;">Name Jeffrey G. York, Miller Canfield Paddock and Stone PLC</td> </tr> <tr> <td colspan="3" style="padding: 5px;">Address 99 Monroe Avenue NW Ste 1200</td> </tr> <tr> <td style="width: 33%; padding: 5px;">City Grand Rapids</td> <td style="width: 33%; padding: 5px;">State MI</td> <td style="width: 33%; padding: 5px;">Zip Code 49503</td> </tr> </table>				Name Jeffrey G. York, Miller Canfield Paddock and Stone PLC			Address 99 Monroe Avenue NW Ste 1200			City Grand Rapids	State MI	Zip Code 49503
Name Jeffrey G. York, Miller Canfield Paddock and Stone PLC												
Address 99 Monroe Avenue NW Ste 1200												
City Grand Rapids	State MI	Zip Code 49503										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">EFFECTIVE DATE:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Expiration date for new assumed names: December 31,</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Expiration date for transferred assumed names appear in Item 7</td> </tr> </table>				EFFECTIVE DATE:		Expiration date for new assumed names: December 31,		Expiration date for transferred assumed names appear in Item 7				
EFFECTIVE DATE:												
Expiration date for new assumed names: December 31,												
Expiration date for transferred assumed names appear in Item 7												

Document will be returned to the name and address you enter above.
 If left blank the document will be mailed to the registered office.

CERTIFICATE OF MERGER

For use by Limited Liability Companies
 (Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability companies execute the following Certificate of Merger:

1. The name of each constituent limited liability company and their identification numbers are:

US Signal Company, L.L.C.

B68296

P&V Capital Holdings, L.L.C.

B2702H

2. The name of the surviving limited liability company and its identification number is:

US Signal Company, L.L.C.

B68296

3. Check one of the following:

- ☐ There are no changes to be made to the Articles of Organization of the surviving limited liability company.
- ☒ The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

A new Article V is added to read as follows:

"ARTICLE V

The company shall be managed by a manager or managers."

4. Other provisions with respect to the merger are as follows:

The terms and conditions of the proposed merger, including the manner and basis of converting the membership interests of each constituent entity into membership interests of the surviving limited liability company, or into cash or other consideration, are as follows:

Following the merger, all membership interests of P&V CAPITAL HOLDINGS, L.L.C., shall be converted pro rata into equivalent membership interests in US SIGNAL COMPANY, L.L.C. All membership interests of P&V CAPITAL HOLDINGS, L.L.C. shall be cancelled.

5. Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office.

The merger shall be effective on the 31st day of December, 2012.

6. The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

7. The merger is permitted by the law of the jurisdiction under whose law each foreign constituent company is organized and each foreign constituent company has complied with that law in effecting the merger.

8. The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the merger are:

Assumed name	LLC transferred from	Expiration date

9. Nonsurvivor name as new assumed names under which business is to be conducted are:

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 17th day of December, 2012

US Signal Company, L.L.C. By P&V Capital Holdings, L.L.C., Member

(Name of Limited Liability Company)

By

(Signature of Member, Manager or Authorized Agent)

Richard Postma, Manager

(Type or Print Name and Capacity)

Signed this 17th day of December, 2012

P&V Capital Holdings, L.L.C.

(Name of Limited Liability Company)

By

(Signature of Member, Manager or Authorized Agent)

Richard Postma, Manager

(Type or Print Name and Capacity)

Preparer's Name Jeffrey G York Miller CanfieldBusiness Telephone Number 616-776-6314**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Certificate of Merger. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

2. This Certificate is to be used pursuant to sections 701 through 704 of Act 23, P.A. of 1993, for the purpose of merging two or more domestic limited liability companies or pursuant to Section 705 if the merger involves one or more domestic limited liability companies and one or more foreign limited liability companies.
3. If more than two limited liability companies are merging, the Certificate may be adjusted as necessary, or the format may be used as a guide in drafting your own certificate. If additional space is required for any section, continue the section on an attachment.
4. Item 5 - This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.
5. Item 8 - A limited liability company participating in a merger may transfer to the survivor the use of an assumed name for which a Certificate of Assumed Name is on file with the administrator prior to the merger.
6. Item 9 - A limited liability company surviving a merger may use as an assumed name the name of a merging limited liability company by filing a Certificate of Assumed Name or by providing for the use of the assumed name in the Certificate of Merger. The surviving limited liability company may also file a Certificate of Assumed Name or provide in the Certificate of Merger for the use of an assumed name of a merging entity not transferred in Item 8. A provision in the Certificate of Merger is treated as a new Certificate of Assumed Name.
7. A foreign limited liability company authorized to transact business in this state which is a nonsurvivor will not be withdrawn until an Application for a Certificate of Withdrawal is filed.
8. If a foreign limited liability company authorized to transact business in this state is the survivor, the company shall file a certificate issued by the proper office of its jurisdiction of organization attesting to the occurrence of the merger, not later than 30 days after the effective date. The fee is \$10.00.
9. This Certificate must be signed by a manager, if managed by one or more managers, a member if management remains in the members or an authorized agent of the company.
10. **NONREFUNDABLE FEE FOR EACH DOMESTIC LIMITED LIABILITY COMPANY INVOLVED IN THE MERGER:** Make remittance payable to the State of Michigan. Include limited liability company name and identification number on check or money order. **\$100.00**

To submit by mail:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Commercial Services
Corporation Division

P.O. Box 30064
Lansing, MI 48909

To submit in person:

2501 Woodlake Circle
Okemos, MI
Telephone: (517) 241-6470

Fees may be paid by VISA or Mastercard
when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>
Customer with MICH-ELF Filer Account: Send document to (517) 636-6437.

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORG.

for

US SIGNAL COMPANY, L.L.C.

ID NUMBER: B68296

received by facsimile transmission on January 22, 2002 is hereby endorsed

Filed on January 22, 2002 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of January, 2002.

, Director

Bureau of Commercial Services

BCS/CD-715 (Rev. 04/01)

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
BUREAU OF COMMERCIAL SERVICES**

Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after	
Name Robert M. Davies, Miller, Johnson, Snell & Cummiskey, P.L.C.		
Address P.O. Box 306		
City Grand Rapids	State MI	Zip Code 49501-0306
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

For use by Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate of Amendment:

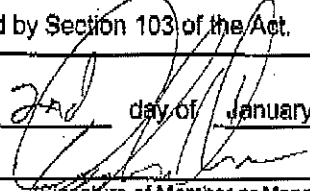
- The present name of the limited liability company is:
RVP Fiber Company, L.L.C.
- The identification number assigned by the Bureau is: B68296
- The date of filing of its original Articles of Organization was: May 25, 2000

- Article 1 of the Articles of Organization is hereby amended to read as follows:

The name of the limited liability company is:
US SIGNAL COMPANY, L.L.C.

- ☐ The amendment was approved by a majority vote of the members entitled to vote.
☒ The amendment was approved by unanimous vote of all of the members entitled to vote.

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 2nd day of January, 2002
By 
(Signature of Member or Manager)
Ronald H. VanderPol, Member
(Type or Print Name)

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of	)	
RVP FIBER COMPANY, L.L.C., for a license to	)	
provide facilities-based and resold local exchange	)	
services in the exchange areas of Ameritech	)	Case No. U-12895
Michigan, GTE North Incorporated, and GTE	)	
Systems and interexchange services throughout	)	
the state of Michigan.	)	

At the August 16, 2001 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Laura Chappelle, Chairman
Hon. David A. Svanda, Commissioner
Hon. Robert B. Nelson, Commissioner

OPINION AND ORDER

On March 29, 2001, RVP Fiber Company, L.L.C., (RVP) filed an application, pursuant to the Michigan Telecommunications Act (MTA), MCL 484.2101 et seq.; MSA 22.1469(101) et seq., for a license to provide basic local exchange service in all exchanges currently served by Ameritech Michigan, Verizon North Inc., and Contel of the South, Inc., d/b/a Verizon North Systems.

At a hearing on June 19, 2001, RVP presented the testimony and exhibits of Barry Raterink, its President. The testimony of Margaret VanHaften of the Competitive Services Section of the Commission's Communications Division was also admitted into the record. Ms. VanHaften indicated that if the Commission grants the application, it should acknowledge certain regulatory

requirements specified in the MTA. At the close of the hearing, the parties waived compliance with the provisions of Section 81 of the Michigan Administrative Procedures Act, MCL 24.281; MSA 3.560(181).

After a review of the application and testimony, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission has found that competition can be advantageous to the citizens of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application should be approved. The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900 and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license or other penalties. Further, the grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. Consequently, if the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1991 PA 179, as amended, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; MSA 3.560(101) et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACR, R 460.17101 et seq.

b. RVP possesses sufficient technical, financial, and managerial resources and abilities to provide basic local exchange service to all residential and commercial customers within the geographic area of the license and intends to provide service within one year from the date of this order.

c. Granting RVP a license to provide basic local exchange service in the requested areas will not be contrary to the public interest.

THEREFORE, IT IS ORDERED that:

A. RVP Fiber Company, L.L.C., is granted a license to provide basic local exchange service in all exchanges currently served by Ameritech Michigan, Verizon North Inc., and Contel of the South, Inc., d/b/a Verizon North Systems.

B. RVP Fiber Company, L.L.C., shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 et seq.; MSA 22.1469(101) et seq., including the number portability provisions of Section 358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, RVP Fiber Company, L.L.C., shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26; MSA 22.45.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Laura Chappelle

Chairman

(S E A L)

/s/ David A. Svanda

Commissioner

/s/ Robert B. Nelson

Commissioner

By its action of August 16, 2001.

/s/ Dorothy Wideman

Its Executive Secretary

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26; MSA 22.45.

MICHIGAN PUBLIC SERVICE COMMISSION

Chairman

Commissioner

Commissioner

By its action of August 16, 2001.

Its Executive Secretary

In the matter of the application of)
RVP FIBER COMPANY, L.L.C., for a license to)
provide facilities-based and resold local exchange)
services in the exchange areas of Ameritech)
Michigan, GTE North Incorporated, and GTE)
Systems and interexchange services throughout)
the state of Michigan.)
_____)

Case No. U-12895

Suggested Minute:

“Adopt and issue order dated August 16, 2001 granting RVP Fiber Company, L.L.C., a license to provide basic local exchange service, as set forth in the order.”

Contact: Barbara Boshoven,
Director of Product Development and Marketing
bboshoven@ussignalcom.com or 616-988-7336

MIDWEST'S LARGEST FIBER NETWORK **READY TO SERVE TELECOMMUNICATIONS CARRIERS**

US Signal is lighting the largest fiber optic network in the Midwest to provide immediate access to telecommunications carriers and resellers. The Grand Rapids, Mich.-based fiber optics solutions provider recently lit the Michigan portion of its established four-state network with the installation of optical networking equipment from Cisco Systems, Inc., and will have the entire network lit before the end of the year.

The network comprises 500 miles of metro rings around 14 major cities and 2,000 miles of fiber connecting the rings in Michigan, Indiana, Illinois and Wisconsin. The network is now immediately available in Michigan and before year's end will be available in all the states to carriers of local and long-distance telephone, Internet Service Providers, cable television companies and wireless telephone providers, as well as to regional enterprises.

"No one else can get companies as close to their Midwest customers as we can," said Barry Raterink, US Signal's president. "With our unmatched density of nearly 100 on/off sites throughout the Midwest, our customers will be able to access the solid, reliable capabilities of fiber optic connectivity. We provide a density in second- and third-tier markets and connectivity between markets to meet a demand that is not being served, plus capabilities in major metropolitan markets across the Midwest."

Several competitive advantages position US Signal to be a leader in providing reliable and cost-effective service. The company has expanded while remaining debt-free, creating the potential for its wholesale customers to pass on savings to their retail customers.

US Signal also has a nearly 20-year history in the industry, proven success and over 100 years of combined management optical experience. The company now has the best optical networking equipment available from Cisco, the San Jose-based networking giant, and a network architecture with redundancy and self-healing capabilities designed to protect customers and businesses.

"Our position is very solid, especially considering recent trends in the telecommunications industry," Raterink said. "As the dust settles in the industry, we're a regional firm that has emerged with a reliable, fully deployed and available network that is in great demand."

The Cisco Complete Optical Multiservice Edge and Transport portfolio that US Signal is using to light its network offers full service velocity, density, variety and capacity. The US Signal optical backbone with Cisco equipment provides SONET, Ethernet and Wavelength services. Cisco's ONS 15454 Optical Transport Platform allows US Signal to provide service density with scalable SONET transport from DS-1 to OC-192, integrated optical networking, and voice, video and data services.

"Cisco is proud to work with US Signal in lighting one of the most extensive regional fiber optic networks in the United States. The combination of Cisco's state-of-the-art technology and U.S. Signal's completed network will provide one of the most reliable, advanced and competitive fiber optic networks in the nation today," said Rob Koslowsky, director of marketing, optical networking, Cisco Systems.

U.S. Signal is a full-service fiber optic solutions provider, offering a wide range of telecommunications solutions to wholesale customers and channel partners in the Midwest. The company has built and developed one of the most comprehensive fiber optic networks in the Midwest. As a full-service solutions provider, US Signal offers unlimited high-speed capacity, dark fiber and collocation services, and also works with customers to design and build new network construction projects.

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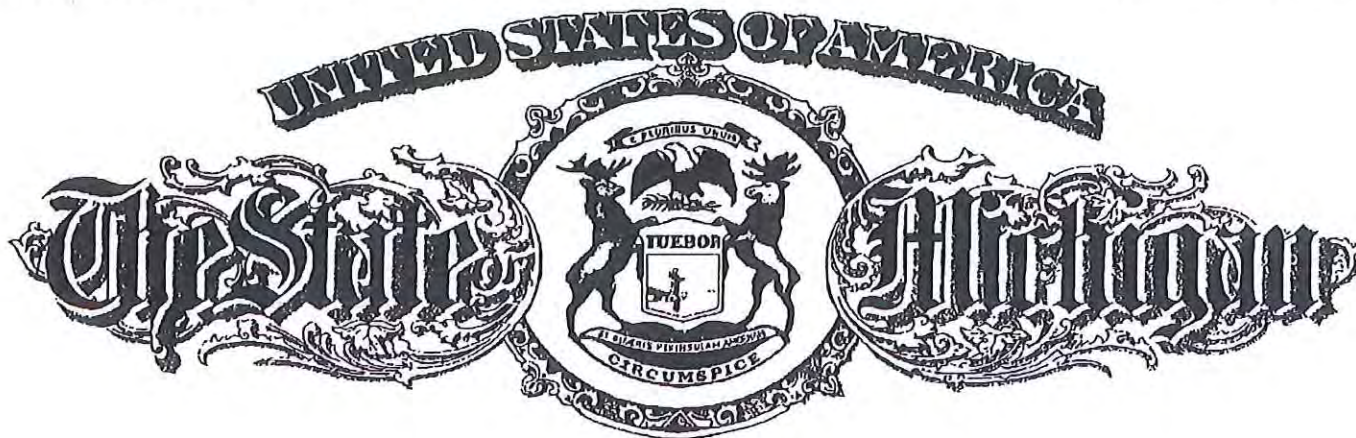
Fiber Optic Locating and Maintenance Services
2013 CONTACT LIST

LOCATING

Name	Title	Cell
One Call	Emergency Response Line	(855) 840-8567
Joe Forsythe	Locating Supervisor	(269) 208-0671
Anthony Cobb	Operations MGR OSP Services	(616) 291-3835

FIBER OUTAGE

Name	Title	Cell
One Call	Emergency Response Line	(855) 840-8567
Marc Medendorp	Splicing Supervisor	(616) 293-7024
Anthony Cobb	Operations MGR OSP Services	(616) 291-3835



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

US SIGNAL COMPANY, L.L.C.

was validly organized on May 25, 2000 as a Limited Liability Company. Said Limited Liability Company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the company is in good standing in Michigan as of this date.

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



Sent by Facsimile Transmission
1302380

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 14th day of April, 2015*

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

2050 Port City Blvd.

Underground Fiber Placement

Legend

-  2050 Port City Blvd
-  New Underground Fiber

 2050 Port City Blvd

Latimer Dr

Center St

E Hackley Ave

Google earth

© 2015 Google



1000 ft



CERTIFICATE OF LIABILITY INSURANCE

USSIG-3

OP ID: CB

DATE (MM/DD/YYYY)

04/13/2015

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 BUITEN & ASSOCIATES, LLC. 5738 FOREMOST DRIVE, SE GRAND RAPIDS, MI 49546 PAUL S BUITEN	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED US SIGNAL COMPANY LLC US SIGNAL PROPERTIES LLC 201 IONIA AVE SW GRAND RAPIDS, MI 49503	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : TRAVELERS INSURANCE CO**	
	INSURER B : MT HAWLEY INSURANCE CO	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			630 4F033486 UNDERGROUND, EXPLOSION AND COLLAPSE	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
	☒ CONTRACTUAL LIAB		PERSONAL & ADV INJURY \$ 1,000,000				
	☒ PRODUCTS, XCU						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			810 4F033486	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT) \$				
	☒ PHY DAMD	☒ \$250COMPCO				MED PAY \$ 5,000	
A	☒ UMBRELLA LIAB	☒ OCCUR		CUP 4F033486	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HC UB4F033486 OH STOP GAP \$500,000	12/31/2014	12/31/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	E.L. EACH ACCIDENT \$ 500,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
B	POLLUTION LIABIT			EGL0002639	12/31/2014	12/31/2015	EACH LOSS 1,000,000 AGGREGATE 1,000,000

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

ADDITIONAL INSURED: 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
MUSKEGO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CITY OF MUSKEGON 933 TERRACE ST MUSKEGON, MI 49443	AUTHORIZED REPRESENTATIVE PAUL S BUITEN

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

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean US Signal Company, L.L.C. organized under the laws of the State of Michigan whose address is 201 Ionia SW, Grand Rapids, MI 49503.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean the City of Muskegon municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

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

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Charlie Olszewski, Manager of OSP & ISP Engineering, US Signal Company, L.L.C., 201 Ionia SW, Grand Rapids, MI 49503. Ph# 616-233-7191, Fax# 616-583-0797, colszewski@ussignalcom.com.
 - 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is _____.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Thomas Glass, Turnkey Network Solutions, 7020 Southbelt Dr. SE, Caledonia, MI 49316. Ph# 616-988-3344. tglass@tkns.net
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Thomas Glass, Turnkey Network Solutions, 7020 Southbelt Dr. SE, Caledonia, MI 49316. Ph# 616-988-3344. tglass@tkns.net
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. Ph# 888-633-1700
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions

as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and

the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition, which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

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

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

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

9 Fees

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

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

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

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

12 Notices

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

12.1.1 If to Municipality, City of Muskegon, 933 Terrace St, Muskegon, MI 49440

12.1.2 If to Company, to US Signal Company, L.L.C. 201 Ionia SW, Grand Rapids, MI 49503

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

13 Other items

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

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

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

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Muskegon

Attest:

By: _____
Clerk

Signature

Print

Title

Date

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

US Signal Company, L.L.C.

Randal Schreur
Signature

Randal Schreur
Print

Director of Engineering
Title

4-13-15
Date

::ODMA\PCDOCS\GRR\759319\6

Date: April 22nd, 2015
To: Honorable Mayor & City Commissioners
From: Director of Public Safety Jeffrey Lewis
RE: MUFD Equipment Request (Five (5) APX6000 Portable Radios)

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the amount of \$13,500.00; for five (5) APX6000 VHF MHZ Model 1.5 Portable Radios (includes accessories, batteries, chargers, rugged package & high-viz color). A total of twenty-five (25) radios will be purchased to complete the joint grant project (Port City / Homeland Security Grants) this will satisfy the original request to replace all fire portable radios which are antiquated; some have a service date of fifteen (15) years or more. The project should be completed by July 31st, 2015.

FINANCIAL IMPACT:

N/A – Budgeted

BUDGET ACTION REQUIRED:

Equipment was budgeted in the 2014/15 budget cycle to support the equipment replacement (*Fire – 50336/5700 -- Capital Outlays*) (*Grant Match*).

STAFF RECOMMENDATION:

Staff recommends approval of this equipment purchase to update & enhance essential communications for our Fire Service.

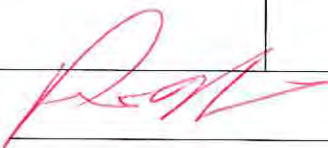
MUSKEGON POLICE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 4/27/15

Employee: Director of Public Safety Jeffrey Lewis

	Bidder #1	Bidder #2	Bidder #3
Vendor	Motoralalolutions		
Address	575 Kellogg St. Kellogg St., Plymouth, Mich		
Telephone Number	616-570-0866		
Fax Number	216-803-2223		
Accept Mastercard	Yes		
Quoted By	Rich Uslan - SS vendor		

Description & Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
(5) APX VHF MHZ Model 1.5 portable & accessories Grant Match	(5) units = \$8,535.00 accessories = \$ 4,965.00 Total project = \$ 13,500.00					

Bidder #1 _____ approved by  _____

**MOTOROLA****Sales Quotation**

Prepared By: Rich Uslan

rich.uslan@motorolasolutions.com

Date: Mar. 11, 2015

Quote #: MuskFD.APX.121714

Phone: 616-570-0866

Fax:

CUSTOMER #:

PREPARED FOR: Dennis Lord

COMPANY: Muskegon Police Department

PHONE: (231) 724-6732

EMAIL: dennis.lord@shorelinecity.com

FAX:

Bill To Muskegon Police Dept.

Address: 981 Jefferson St.
Muskegon, MI 49443

Ship to

Address:

Same as Bill To

Equipment Details and Pricing

		EACH	Total
5	H98KGD9PW5	\$1,707.00	\$ 8,535.00
5	Q241	\$ -	\$ -
5	H35	\$ 375.00	\$ 1,875.00
5	QA02006	\$ 600.00	\$ 3,000.00
5	Programming	\$ 50.00	\$ 250.00
0	WPLN7080	\$ 100.00	\$ -
0	NNTN7065	\$ 630.40	\$ -
0	PMNN4403	\$ 100.00	\$ -
5	NNTN8203	\$ 268.00	\$ 1,340.00
5		\$ (300.00)	\$ (1,500.00)

*One Time additional discount of \$450.00 Per Radio

1 Price is based on State of Michigan Contract # 071B2200102

2 One Time additional discount of \$300.00 Per Radio

3 Special Pricing is valid until March 27th, 2015

QUOTE PAGE TOTAL \$ 13,500.00**PO Issued to Motorola must:**

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola" as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)

Commission Meeting Date: April 28, 2015

Date: April 22, 2015
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Approval of the Use & Maintenance of City Owned
Property at 1499 Hoyt St

SUMMARY OF REQUEST:

To approve the use and maintenance of the City owned property located at 1499 Hoyt St for a community garden. The property is buildable and the City would retain the right to sell the property with the community garden members having time to remove the garden prior to any sales.

FINANCIAL IMPACT:

The City would save on the cost of maintenance of this property.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and maintenance agreement.

COMMITTEE RECOMMENDATION:

None

Maintenance Agreement

This Agreement is made April 28, 2015 ("Effective Date"), by and between the **City of Muskegon** ("City"), of 933 Terrace Street, Muskegon, Michigan 49440, and David Armstrong, Muskegon, Michigan.

Background

- A. "City" is the owner of the vacant lot located at 1499 Hoyt St ("Property").
- B. The parties wish to enter into an agreement regarding the installation and maintenance of a flower garden located at the Property.
- C. Individual has agreed to perform the installation and physical maintenance of the garden at the Property pursuant to the terms set forth in this maintenance agreement.

Therefore, the parties agree as follows:

1. **General Agreement.** Individual agrees, at the sole cost of the Individual, to perform the installation and physical maintenance of a flower garden at the Property.
2. **Site Design.** Individual shall submit a garden design for the Property, and receive design approval from the City, prior to installation. City agrees not to unreasonably withhold its approval of the garden design. Any necessary permits or variances (fencing, lighting, electrical, plumbing, etc.) are the responsibility of the Individual and not the City and must be obtained prior to performing any work.
3. **Maintenance.** Individual shall be responsible for the physical installation of the flower garden and continuing maintenance of the Property, including i) mowing, trimming, fertilizing, weed control and any other routine maintenance of the grass, trees, shrubs and plantings at the Property, and ii) trash and litter removal from the Property.
4. **Buildable Lot.** City retains the right to sell the property at any time without prior notice to the Individual. In the event the property is sold, City shall notify the Individual, who shall have 30 days to remove any plantings and other items installed by the Individual.
5. **Term.** This maintenance agreement shall continue in effect until terminated by either party. Upon termination, Individual waives any claim against City for installation or maintenance of any item on the Property.
6. **Insurance.** Should the Individual place any items (picnic tables, grills, etc.) that are to remain on the property for an extended period of time, the Individual must purchase liability insurance and provide proof of the insurance to the City.
7. **Hold Harmless.** Individual shall indemnify, defend and save City harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property arising from any occurrence in or about the Property or from the occupancy or use by Individual of the Property or any part thereof or resulting in whole or part from any act or omission of Individual, its employees, invitees, licensees, contractors or agents. City shall not be liable for any injury to the person or property of Individual or any other persons on the Property resulting from the criminal or negligent acts of third persons occurring on or nearby the Property.

[signatures appear on following page]

City of Muskegon, a municipal corporation

By: _____

Name: Stephen J. Gawron

Title: Mayor

Date: _____

By _____

Name: Ann Cummings, MMC

Title: Clerk

Date: _____

Name: _____

Date: _____

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION APPROVING THE USE AND MAINTENANCE OF THE BUILDABLE LOT
AT 1499 HOYT ST.**

WHEREAS, David Armstrong, owner of 1479 Hoyt St, and his neighbors shall be allowed to use and maintain the parcel designated as parcel number 24-205-280-0012-00, located at 1499 Hoyt St; and

WHEREAS, the City would reserve the right to sell the property and give the members time to remove the gardens prior to any sales; and

WHEREAS, the maintenance would relieve the City from having to maintain the property and the maintenance costs while the garden is there; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-280-0012-00, located at 1499 Hoyt St be maintained for a community garden by David Armstrong and the members of the community garden.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 280

Adopted this 28th day of April, 2015

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Cummings, MMC
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on April 28, 2015.

By: _____
Ann Cummings, MMC
City Clerk

Commission Meeting Date: April 28, 2015

Date: April 20, 2015

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department

RE: Public Hearing for 2015 – 2016 Action Plan

SUMMARY OF REQUEST: To conduct a public hearing of the 2015 – 2016 Action Plan for public comments.

FINANCIAL IMPACT: Action Plan establishes the 2015-2016 Community Development Block Grant and HOME budgets.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To receive comments about the proposed 2015 – 2016 Action Plan at the public Commission meeting.

Date: April 22, 2015

To: Honorable Mayor and City Commissioners

From: Finance Department

RE: 2015-16 Healthcare & Wellness Program

SUMMARY OF REQUEST: It is time to renew the City's healthcare coverage for 2015-16 plan year (6/1/15-5/31/16). Renewal premiums for the City's current healthcare program came in at a 9.95% increase over the current year. Last year we experienced a decrease of 2.62% due to changing to an 80/20 coinsurance plan and increasing the deductible from \$1,000/\$2,000 to \$2,000/\$4,000. In 2013-14 the increase was 5.04% over the prior year. In comparative terms, many employers have been experiencing sharp double-digit rate increases for several years. Also, the City's healthcare costs remain below the "hard cap limits" set by PA 152 and remain cost competitive with the standards set by the state for new hires. These are good independent indicators that the City's program is cost-effective.

For 2015-16, the City will continue to pay the HRA deductible if the employee and spouse completed the four-step wellness initiative by March 31st; non-participants in the wellness program will continue to pay the first \$500 (single)/ \$1,000 (double/family) of the deductible.

FINANCIAL IMPACT: Following is an estimate of gross premium costs for the Priority Health HMO program compared with the current healthcare plan year:

	2015-16			2014-15		
	Single	Double	Family	Single	Double	Family
Monthly Premium	\$ 463.28	\$ 1,042.38	\$ 1,250.86	\$ 421.37	\$ 948.08	\$ 1,137.70
Rate Change	9.95%	9.95%	9.95%	(2.62%)	(2.62%)	(2.62%)
Annual Premium	5,559.36	12,508.56	15,010.32	5,056.44	11,376.96	13,652.40
Current # Employees	40	35	122	40	35	122
Total Annual Premium	222,374.40	437,799.60	\$ 1,831,259.04	202,257.60	398,193.25	\$ 1,665,592.80
		2,491,433.04			2,266,043.65	
Add: HRA Deductibles Paid by City		160,000.00			160,000.00	
Less: 10% Employee Premium Copays		(249,143.30)			(226,604.36)	
Equals: Employer Cost		\$2,402,289.74			\$2,199,439.29	
	2015 PA 152 Hard Cap Limits			2014 PA 152 Hard Cap Limits		
	\$ 5,992.30	\$ 12,531.75	\$ 16,342.66	\$ 5,857.58	\$ 12,250.00	\$ 15,975.23
	239,692.00	438,611.25	1,993,804.52	234,303.20	428,750.00	1,948,978.06
		\$2,672,107.77			\$2,612,031.26	

Full-time City employees pay 10% of the above premium costs through payroll deduction.

BUDGET ACTION REQUIRED: Employee and retiree healthcare costs will be included in the forthcoming 2015-16 budget.

STAFF RECOMMENDATION: Authorize staff to execute documents with Priority Health to renew employee healthcare coverage for the coming year.