

**City of Muskegon
City Commission Meeting
Agenda**

**April 11, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit: www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following: Ann Marie Meisch, MMC – City Clerk, 933 Terrace Street, Muskegon, MI 49440; 231-724-6705; clerk@shorelinecity.com

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WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Approval of Minutes			
Submitted By: Ann Marie Meisch, City Clerk		Department: City Clerk			
Brief Summary: To approve the minutes of the March 13, 2023 Worksession and March 14, 2023 Regular Meeting.					
Detailed Summary & Background: <i>Include information that will be useful to commissioners in deciding how to vote. If the item has been discussed at a previous commission meeting, include that information as well.</i>					
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>					
Amount Requested:		Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>			
Fund(s) or Account(s):		Fund(s) or Account(s):			
Recommended Motion: To approve the minutes.					
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting			
Immediate Division Head	☐	Information Technology	☐	Yes	☐
Other Division Heads	☐	Communication	☐	No	☐
Legal Review	☐				
For City Clerk Use Only: Commission Action:					

City of Muskegon

Work Session

Minutes

March 13, 2023, 5:30 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Michael Ramsey
Commissioner Teresa Emory

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch
Deputy City Clerk Kimberly Young

1. Call to Order

The Worksession meeting was called to order by Mayor Johnson at 5:30 p.m.

2. New Business

2.a Shoreline Drive Phase 1 Study Results

Staff would like to present an update on the preliminary findings from the Shoreline Drive project. See attached for preliminary report details. Staff will be seeking feedback and direction moving forward for potential future phases of the project.

Dan VanderHeide, Director of Department of Public Works, introduced Chris Zull, Progressive AE. Chris Zull presented the study results of the Shoreline Drive Phase 1 Study. Discussion took place regarding the Shoreline Drive Diet. DPW is looking to continue the PILOT and does not have any recommendations at this time on the future of this space. They will present options for what this space

would look like based on results of the study and the desire of the Commission. This will be years down the road and will depend on funding, feasibility, etc. The City is evaluating these improvements to the corridor to reduce travel speeds, connect the downtown to the lakeshore, and create more vibrancy in the area.

Discussion took place regarding Phase 2 of the Shoreline Drive Road Diet and Commission consensus is to move forward.

2.b South Breakwater Lighthouse

Staff will brief the City Commission on the needed restoration of the Muskegon South Breakwater Lighthouse that is under the stewardship of Michigan Lighthouse Conservancy through a 2010 lease with the U.S. Army Corps of Engineers. Staff recommends the City of Muskegon assume the MLC's lease that runs through 2035 and lead the restoration project.

Please find these attachments:

1. Staff memo outlining the restoration project.
2. Photos of the lighthouses from Barb Lowry and Jeremy Church
3. Executive summaries from 2015 and 2018 investigation of the lighthouse's condition.
4. June 2022 engineering estimates of rehabilitation items
5. Copy of the MEDC grant agreement with the city and very preliminary budget
6. Copy of the MLC lease with the U.S. Army Corps of Engineers (transfers and assignments on page 2).

City staff is looking for feedback from the commission and consensus on moving forward with assuming the stewardship of the lighthouse and leading the restoration.

AMOUNT REQUESTED: Remainder of funds would be privately raised.

AMOUNT BUDGETED: \$800,000 (first \$400,000) in a MEDC grant.

Item for information only. Commission consensus is to move forward to assume the lease and stewardship. More information will come later.

2.c Nelson House Presentation

Staff will present a potential project to move the historic Nelson House to a City owned vacant lot. Staff and the Historic District Commission have heard interest from the public in preserving the Nelson House, located at 1292 Jefferson Street. The house is currently owned by Muskegon Public Schools and slated for demolition later in 2023. The house was built as the home of Charles D. Nelson, a prominent Muskegon citizen for whom Nelson School and Nelson Neighborhood are named. The proposal at this time is for the City to explore funding options for acquiring the house and moving it to 382 W. Muskegon Avenue – the last remaining lot in the Historic Infill Area in the Houston Historic District. If moved to this location, the house would then be listed for sale in as-is condition and ultimately rehabilitated by a private owner.

AMOUNT REQUESTED: \$190,000-\$225,000

FUND OR ACCOUNT: TBD

Planner, Jamie Pesch, presented information on the history of the Nelson House. Discussion took place regarding the possibility of moving the home to another location on Muskegon Avenue. Commission is generally supportive of further exploring this opportunity. The idea is that the home would be located in a Historic District, new owners would be expected to make necessary improvements and to go through the Historic District Commission to have improvements approved.

No. 2023-40

Motion by: Commissioner Emory

Second by: Commissioner St.Clair

To suspend the rules and allow public comment regarding the Nelson House before the end of the meeting.

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

MOTION PASSES (7 to 0)

2.d 1095 Third Street Proposal Reviews

Two Low Income Housing Tax Credit firms and one market rate developer have all approached us on the Catholic Charities parcel, and we have solicited proposals on their concepts for staff and commission review.

We have received consistent interest in this site over the past 8-10 months, but it has been under contract with another developer. Now that firm has bowed out due to market conditions, and we have proposals from other entities that wish to complete infill housing and/or mixed-use projects at the site. The building currently sits empty, and we have our facilities team routinely checking it for utility issues and any potential dumping/blight/vandalism problems. Thus far we have been quite lucky and there are minimal issues. We did just have a boiler component fail, so we cut off the gas and turned off the water to the building to avoid any damage.

The building should not sit vacant under our ownership for another year as it will continue to deteriorate, and it presents a powerful opportunity to address the housing shortage we are experiencing in the community. To that end, staff has requested the various firms that have inquired about the building to show us what they are proposing, and would like commission feedback in selecting a preferred firm. As this was not a formal RFP, rather than make a specific recommendation staff will review each proposal and highlight pros and cons from each. We hope to move forward with direction on a preferred private sector partner from the commission's perspective as they all offer different scopes, and will return to you with a proposed development agreement in an upcoming meeting.

Jake Eckholm, Director of Development Services, provided an overview of the status of the Catholic Charities parcel. Three proposals have been submitted. Director Eckholm provided a summary of the proposal from Spire. Discussion took place of pros and cons. Two of the three proposals would be LITC housing - Low Income Tax Credit. Shawn McMickell from Spire was in attendance and addressed the Commission and answered some questions. There is also a proposal from General Capital - Director Eckholm provided a summary of the proposal from General Capital. General Capital proposes 51 units, some of which could be live/work. Josh Haffron from General Capital was in attendance and made comments and took questions. The third proposal is from West Urban Properties. Dave Dusendang proposes a hybrid approach to the project. Mr. Dusendang made comments about his proposal for developing the building on Third Street. Development Services is looking for the commission to select a

developer to move forward with. This item will be on the agenda for the March 14, 2023 Meeting.

2.e Water Rate Analysis Presentation

Staff will present the results of a water rate analysis, including recommendations for water and sewer rates for the 2023-24 fiscal year. Working with Warren Creamer of MFCI and Prein & Newhof consulting engineers, staff developed a capital improvement plan as well as a water and sewer rate analysis methodology and result that will be presented to the Commission for information and discussion. The discussion will focus on ways to increase revenue in the water fund.

Dan VanderHeide, Public Works Director, presented information about how to deal with the debt of our water/sewer fund. Commission is generally supportive of the presented solution.

3. Public Comment

Public comment was received.

4. Adjournment

The Work Session meeting adjourned at 9:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

City of Muskegon
City Commission Meeting
Minutes

March 14, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Michael Ramsey
Commissioner Teresa Emory

Staff Present: City Manager Jonathan Seyferth
City Clerk Ann Meisch
City Attorney John Schrier
Deputy City Clerk Kimberly Young

1. Call To Order

The Regular Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m. on Tuesday, March 14, 2023.

Confirm default minutes.

2. Prayer

Pastor Bennet from Mount Zion Church of God in Christ opened the meeting with a prayer.

3. Pledge of Allegiance

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

4. Roll Call

As recorded above

5. Honors, Awards, and Presentations

5.a Bring it to the Table - Muskegon Community College

Information regarding a film screening and dialogue will be provided to the City Commission and the public. Filmmaker Julie Winokur travels to diverse communities across the county to ask citizens to sit down and speak candidly about their political beliefs in a non-confrontational setting. The event is being held at the MCC Overbrook Theater on Wednesday, March 15, 2023 at 6:30 p.m.

George Maniates, Director of Center for Experiential Learning at Muskegon Community College. Mr. Maniates is also a history instructor and was in attendance at the City Commission meeting to inform everyone of the opportunity to attend and be involved in a training discussion about divisive politics and the disservice it does to democracy.

6. Public Comment on Agenda Items

No public comments were received.

7. Consent Agenda

Action No. 2023-41

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To accept the consent agenda as presented, minus item B & Q.

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

MOTION PASSES (7 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the February 13, 2023 Worksession, February 14, 2023 Special Meeting, and February 14, 2023 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.c Sale of 363 McLaughlin Avenue - City Manager's Office

Staff is requesting approval of a purchase agreement for 363 McLaughlin Avenue. 363 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$10,000 over the full listing price with \$10,000 in seller

concessions. The offer also includes costs to cover additional appliances and air conditioning.

STAFF RECOMMENDATION: To approve the purchase agreement for 363 McLaughlin Avenue.

7.d Sale of 304 McLaughlin Avenue - City Manager's Office

Staff is requesting approval of a purchase agreement for 304 McLaughlin Avenue. 304 McLaughlin Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$5,278 over the full listing price with \$5,278 in seller concessions. The offer also includes costs to cover additional appliances and air conditioning.

STAFF RECOMMENDATION: To approve the purchase agreement for 304 McLaughlin Avenue.

7.e Sale of 269 Catherine Avenue - City Manager's Office

Staff is requesting approval of a purchase agreement for 269 Catherine Avenue. 269 Catherine Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for the full listing price with no seller concessions. The offer also includes costs to cover air conditioning.

STAFF RECOMMENDATION: To approve the purchase agreement for 269 Catherine Avenue.

7.f Fire Truck Equipment - Public Safety

The new Fire Engine that was approved for purchase has additional equipment that is needed to be installed on the new Fire Engine. See attached list of equipment.

AMOUNT REQUESTED: \$266,836.00

AMOUNT BUDGETED: \$266,836.00

FUND OR ACCOUNT: Public Improvement -445

STAFF RECOMMENDATION: To approve the request for equipment for the new Fire Engine that was approved for purchase on February 28, 2023.

7.g Farmers Market Rates - City Clerk

Staff recommends increasing tier 1 – corner from \$678 to \$700, tier 1 regular from \$628 to \$650, and Tier 2 regular from \$528 to \$540, Saturday daily vendors from \$36 to \$40, and add a new fee of Tuesdays from July – Sept of \$30. The Farmers Market Advisory committee met on February 23, 2023 to review the proposed fees and recommended approval.

STAFF RECOMMENDATION: To approve the request to increase the vendor fees at the Farmers Market as outlined above.

7.h Amend Ordinance Chapter 6, Animals - City Manager's Office

The City Commission at their December 2022 LPC meeting directed staff to update the Animal Ordinance to remove all specific references to any one type of dog breed.

There were several references to “pit bull dog” in the ordinance. Those were all removed. The language that remains references “dangerous dogs” or “dangerous animals.”

Staff also updated the definitions of Dangerous Animal and Vicious Animal.

Staff believes this update achieves the directive of the Commission.

It should be noted, legal counsel reviewed the update. It was point out that by having “pit bull” in the ordinance it does make it more straight forward to enforce on that breed if there’s an issue (the burden of proof on the City is less because a specific breed is called out). This update could create another step in the process for that breed. However, it now becomes uniform for all breed types. This is simply bring provided for context and transparency.

STAFF RECOMMENDATION: To approve the amendment to the City Code of Ordinances for Chapter 6, Animals, as presented.

7.i Ordinance to Establish Parks & Recreation Advisory Committee - Department of Public Works - REMOVED PER STAFF REQUEST

7.j 1095 Third Street Termination of Purchase Agreement - Economic Development

The due-diligence and closing deadline for the purchase agreement between the City and Suburban Properties for the redevelopment of the former Catholic Charities site has expired, and staff recommends formally terminating the approved purchase agreement.

We have been in regular contact with Mr. Shaun Burket of Suburban Properties since the August 2022 approval of the purchase agreement by the City Commission. Unfortunately, the lending environment along with construction costs and delays with other active projects by Suburban Properties has caused us to reach a point of mutual separation. We are still working collaboratively with Suburban on a potential infill housing project, so we anticipate future partnerships are likely. We will consider proposals from other developers who have been waiting for a turn at this property most of the time it has been under option by Mr. Burket in another agenda item.

STAFF RECOMMENDATION: To approve the Termination of Purchase Agreement as presented and authorize the Mayor and Clerk to sign.

7.k On-Premise Tasting Room Permit for Rake Beer Project, LLC - City Clerk

To adopt a resolution approving a new On-Premise Tasting Room Permit for Rake Beer Project, LLC at 500 W. Western Avenue, Suite 200, Muskegon, MI 49440.

STAFF RECOMMENDATION: To adopt the resolution for a new On-Premises Tasting Room Permit for Rake Beer Project, LLC at 500 W. Western Avenue, Suite 200, Muskegon, MI 49440.

7.l USACE Right of Entry for Sewer Repair - Department of Public Works

The U.S. Army Corps of Engineers (USACE) has requested the City authorize their work on our property to repair a storm sewer serving the U.S. Army Reserve base in the City. The U.S. Army Corps of Engineers (USACE), on behalf of the U.S. Army Reserve base located at 1430 Parslow Drive, plans to repair a storm sewer outlet that has severely eroded the bank of Ruddiman Creek. The storm sewer passes through the City's property on it's way to the creek. The storm sewer sits in an easement; however, the scope of the repair is larger than the easement. The USACE has requested the City sign a Right of Entry (ROE) document authorizing them to work on the City's property to make the repair.

STAFF RECOMMENDATION: Grant Right of Entry to the U.S. Army Corps of Engineers and authorize the Mayor and Clerk to sign the Right of Entry documents and certification.

7.m McGraft Community Building Roof Replacement - Department of Public Works

Staff proposes to replace the roof at the McGraft Community Building due to leaks.

The current roof is beyond life expectancy and some minor leaking is occurring. Interior renovations done in 2021 and 2022 may be compromised if corrective action is not taken. Three bids have been obtained. Two were in excess of \$60,000 but the third from Schmidt Roofing for \$29,284.00 is recommended for acceptance.

Funding will be provided through the McGraft Endowment fund, which performed very well in the market last year and contributed approximately \$120,000 to fund improvements to the park this year and next.

AMOUNT REQUESTED: \$29,284

AMOUNT BUDGETED: \$100,000 (All Building Repair)

FUND OR ACCOUNT: McGraft Endowment - 101-757-986

STAFF RECOMMENDATION: Authorize staff to enter into a contract with Schmidt Roofing for \$29,284 to replace the roof at the McGraft Park Community Building.

7.n Consumers Easement at Water Filtration Plant - Department of Public Works

Consumers Energy has requested an easement for a utility pole support (guy wire) on the water filter plant property to allow for new electric service for 3421 Lakeshore Drive (a private residence).

Consumers Energy has requested an easement for a utility pole support (guy wire) on the water filter plant property (1900 Beach Street) to allow for new electric service for 3421 Lakeshore Drive (a private residence).

Joe Buthker, Water Filter Plant Superintendent, has reviewed the easement and is confident that the easement and pole support will not impact the water filter plant operations nor stand in the way of any future planned improvements.

STAFF RECOMMENDATION: To grant an easement to Consumers Energy on the City's property at 1900 Beach Street and authorize the Mayor to sign the easement documents.

7.o Aggregates, Maintenance Materials & Concrete - Department of Public Works

Award supply of aggregates, highway maintenance materials and ready-mixed concrete for 2023 to selected bidders. Bids were solicited for aggregates, highway maintenance materials and ready-mixed concrete for purchase in 2022. Purchases will be made from the recommended bidders highlighted in yellow on the attached bid tabs. Purchases are contingent upon product availability, timely deliveries, and prices as quoted.

FUND OR ACCOUNT: 101, 202, 203, 590, 591

STAFF RECOMMENDATION: To award bids for aggregates, highway maintenance materials and ready-mixed concrete purchases for 2023 as presented.

7.p Olthoff Drive Grant Agreement - Department of Public Works

Staff is requesting approval of a contract with MDOT for a grant for the construction of Olthoff Drive from its east end extended 1,400 feet into the former prison industrial park, and approval of a resolution authorizing the DPW Director and Clerk to sign the contract. This is the standard contract that governs construction contracts that use federal funds and/or are administered through MDOT. The estimated cost of the project is \$1,600,000, with \$630,000 of that being Category A Transportation Economic Development Fund (TEDF) grant dollars. The remainder of \$970,000 is accounted for in the City's planned distribution of the remaining MEDC grant used to prepare the industrial park for development. \$320,000 will be used to provide the match for this TEDF grant, and \$650,000 will be used for the construction of the water and sewer lines. Of the project budget, \$53,875 has been spent on design engineering services, and \$62,600 is planned for construction engineering services. These were awarded to HRC by Commission on May 11, 2021. The project has been bid, but award to the contractor cannot be made until MDOT has approved the grant agreement and issued a notice to proceed. The construction contract will be brought to the Commission in late March or early April for award.

AMOUNT REQUESTED: \$950,000 Road - \$650,000 Utilities/ \$1,600,000 Total

AMOUNT BUDGETED: \$630,000 MDOT TEDF - \$970,000 MEDC/ \$1,600,000 Total

FUND OR ACCOUNT: Varies (100% Grant)

STAFF RECOMMENDATION: To approve the Olthoff Drive MDOT Contract and a resolution authorizing the DPW Director and Clerk to sign the contract.

7.b Rules of the City Commission - City Clerk

To modify the Rules of the City Commission under E. Citizen Participation (2) and remove the option for groups to be allowed to speak ten minutes.

Additional opportunities have recently been provided to the community to communicate at meetings including the ability to call in on meetings that are televised live, the ability to watch a meeting by zoom for those not televised, and the addition of community engagement forums.

Because of the increase in public participation, many residents wait beyond what can be considered a reasonable timeframe to address the Commission.

The Legislative Committee advises the option for groups to speak ten minutes be eliminated and allow all groups and citizens to speak up to three minutes so all those wishing to address the Commission can do so in a timely manner.

STAFF RECOMMENDATION: To approve the revised Rules of the City Commission to eliminate the option for groups to speak ten minutes.

Action No. 2023-42

Motion by: Vice Mayor German

Second by: Commissioner Ramsey

To approve the revised Rules of the City Commission to eliminate the option for groups to speak ten minutes.

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

Nays: (1): Vice Mayor German

MOTION PASSES (6 to 1)

7.q 1st Amendment to the Temporary Water Operator Agreement with Muskegon Heights - City Manager

The City of Muskegon has been providing Operators in Charge (OIC) for the City of Muskegon Heights since Jan. 1, 2023 for both water treatment and water distribution. There is an amendment to that agreement which will temporarily provide water plant operators to Muskegon Heights. This will expire on March 31, 2023.

During the month of March, the Muskegon Heights water plant will be short a fulltime operator which will cause a staffing issue for a few shifts during the balance of the month. In an effort to assist, Muskegon will provide plant operators on a limited basis during this time. It is anticipated that Muskegon staff will be operating the Muskegon Heights plant for 10 to 16 hours per week (two shifts per week). These Muskegon operators have volunteered for the additional duty and will be provided in a way that does not negatively impact staffing at the Muskegon water filtration plant.

Muskegon Heights will be charged \$100 per hour per operator. Muskegon will pay the operators out of the funds received from the City of Muskegon Heights.

AMOUNT REQUESTED: N/A (Muskegon will charge Muskegon Heights a rate of \$100 per hour for these operators)

STAFF RECOMMENDATION: To approve the 1st Amendment between the Cities of Muskegon and Muskegon Heights for Water Operations and authorize the City Manager to sign.

Action No. 2023-42

Motion by: Vice Mayor German

Second by: Commissioner Ramsey

To approve the 1st Amendment between the Cities of Muskegon and Muskegon Heights for Water Operations and authorize the City Manager to sign.

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

MOTION PASSES (7 to 0)

8. Public Hearings

8.a Recommendation for Annual Renewal of Liquor Licenses - City Clerk

To adopt a resolution recommending the State withhold renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon. These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 23, 2023, they will be removed from this resolution.

No action needed, all businesses are in compliance or are actively working with departments to become compliant.

STAFF RECOMMENDATION: To adopt the resolution.

8.b Public Hearing-Brownfield Plan Amendment, 2nd Amendment, Adelaide Pointe QOZB, LLC - Development Services

Approval for Brownfield Plan Amendment, 2nd Amendment for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the resolution.

Adelaide Pointe QOZB, LLC has submitted a Brownfield Plan Amendment (2nd Amendment) for the Adelaide Pointe Project – a 35-acre mixed use waterfront development project including winter boat storage, marina space, In/Out forklift boat storage, commercial/retail, and up to 400 housing units.

This 2nd Amendment BPA has been prepared due to the developer no longer seeking the City of Muskegon's bonds to pay for eligible costs related to public infrastructure. The developer will pay for the following public infrastructure costs: public roadways, a reconfiguration of West Western Ave, as well as water main, sanitary sewer and storm sewer utilities. This will cause a shift in the Brownfield Tax Increment Funds to allow for the developer to receive 100% reimbursement for eligible activities. The BRA will be meeting on the morning of March 14. The public hearing has been scheduled and is under the assumption that the BRA will approve this 2nd amendment.

The BPA for APQ was approved by the BRA on Oct. 12, 2021 and by City Commission on Oct. 26, 2021. The 1st Amendment to the BPA for APQ was approved by BRA on Dec. 13, 2022 and by City Commission on Jan. 10, 2023.

STAFF RECOMMENDATION: To close the public hearing and to approve the resolution for the Brownfield Plan Amendment, 2nd Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

PUBLIC HEARING COMMENCED: No public comments were received.

Action No. 2023-43

Motion by: Commissioner Ramsey

Second by: Commissioner Hood

To close the public hearing and to approve the resolution for the Brownfield Plan Amendment, 2nd Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

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

MOTION PASSES (7 to 0)

9. Unfinished Business

9.a Housing Board of Appeals Demolition - 835 W. Forest - Public Safety

To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder. Housing Board of Appeals has deemed 835 W. Forest Ave to be in property maintenance violation. Property has been a long-standing area of blight and public nuisance/hazard.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder

Action No. 2023-44

Motion by: Commissioner St.Clair

Second by: Vice Mayor German

To refer this matter back to the Housing Board of Appeals.

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

MOTION PASSES (7 to 0)

10. New Business

10.a Housing Board of Appeals Demolitions - 1420 S. Getty Street, 1101 Spring Street - Public Safety - REMOVED PER STAFF REQUEST

10.b 2nd Quarter Budget Reforecast - Finance

At this time staff is asking for approval of the 2nd Quarter Budget Reforecast for the FY2022-23 budget year. Staff has prepared the 2nd Quarter Budget Reforecast a memo outlining some of the highlights is attached and supporting documentation.

STAFF RECOMMENDATION: To approve the 2nd Quarter FY 2022-23 Budget Reforecast as presented.

Action No. 2023-45

Motion by: Commissioner St.Clair

Second by: Commissioner Ramsey

To approve the 2nd Quarter FY 2022-23 Budget Reforecast as presented.

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

MOTION PASSES (7 to 0)

10.c 2nd Amendment, Brownfield Development & Reimbursement Agreement, Adelaide Pointe QOZB, LLC - Development Services

Staff is seeking approval for the 2nd Amendment, Brownfield Development & Reimbursement Agreement, for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.

Contingent upon the approval of the 2nd Amendment to the BPA for Adelaide Pointe, the 2nd Amendment to the Brownfield Development & Reimbursement Agreement for Adelaide Pointe QOZB, LLC has been prepared. This will cause a shift in the Brownfield Tax Increment Funds to

allow the developer to receive 100% reimbursement for eligible activities. The City is no longer using bonds to pay for public infrastructure. The developer will undertake the public infrastructure expenses moving forward. The BRA will meet on the morning of March 14. It is under the assumption that the 2nd Amendment to the DRA will be approved during that meeting.

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

STAFF RECOMMENDATION: To approve the resolution for the Brownfield Development and Reimbursement Agreement for Adelaide Pointe QOZB, LLC authorizing the Mayor and City Clerk to sign.

Action No. 2023-45

Motion by: Commissioner Ramsey

Second by: Commissioner Gorman

To approve the resolution for the Brownfield Development and Reimbursement Agreement for Adelaide Pointe QOZB, LLC authorizing the Mayor and City Clerk to sign.

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

MOTION PASSES (7 to 0)

10.d 1095 Third Street Proposal Reviews - Economic Development

Two Low Income Housing Tax Credit firms and one market rate developer have all approached us on the Catholic Charities parcel, and we have solicited proposals on their concepts for staff and commission review.

We have received consistent interest in this site over the past 8-10 months, but it has been under contract with another developer. Now that firm has bowed out due to market conditions, and we have proposals from other entities that wish to complete infill housing and/or mixed-use projects at the site. The building currently sits empty, and we have our facilities team routinely checking it for utility issues and any potential dumping/blight/vandalism problems. Thus far we have been quite lucky and there are minimal issues. We did just have a boiler component fail, so

we cut off the gas and turned off the water to the building to avoid any damage.

The building should not sit vacant under our ownership for another year as it will continue to deteriorate, and it presents a powerful opportunity to address the housing shortage we are experiencing in the community. To that end, staff has requested the various firms that have inquired about the building to show us what they are proposing, and would like commission feedback in selecting a preferred firm. As this was not a formal RFP, rather than make a specific recommendation staff will review each proposal and highlight pros and cons from each. We hope to move forward with direction on a preferred private sector partner from the commission's perspective as they all offer different scopes, and will return to you with a proposed development agreement in an upcoming meeting.

STAFF RECOMMENDATION: To accept the proposal from (_____) as presented and direct the Development Services Director to negotiate a purchase and development agreement for 1095 Third Street for commission consideration.

Action No. 2023-45

Motion by: Commissioner Gorman

Second by: Commissioner St.Clair

To accept the proposal from West Urban Properties as presented and direct the Development Services Director to negotiate a purchase and development agreement for 1095 Third Street for commission consideration.

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

MOTION PASSES (7 to 0)

11. Any Other Business

11.a Special Worksession

Commission discussed the best time to have a special meeting to review and discuss the recently completed housing study as well as the pending proposed ordinance to create a Parks and Recreation Advisory

Committee. A special worksession will be held Wednesday, March 29, 2023 at 5:00 p.m.

12. Public Comment on Non-Agenda items

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

Public comments were received.

13. Closed Session

14. Adjournment

The City Commission meeting adjourned at 7:56 p.m.

Motion by: Commissioner St.Clair

Second by: Commissioner Emory

MOTION PASSES

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023	Title: National Opioid Settlement, Round 2
Submitted By: Jonathan Seyferth	Department: City Manager
Brief Summary: This is the second round of Opioid settlement dollars the City will be receiving. This settlement agreement is with Teva, Allergan, CVS, and Walgreens. Participation in the settlement agreement removes the City's right to taken individual legal action against any of the participating companies.	
Detailed Summary & Background: There are several legal actions taken against pharmaceutical companies and retailers (pharmacies) which had a large roll in creating the opioid crisis. The State of Michigan is participating in settlements with Teva, Allergan, CVS, and Walmart. Because the state is participating, local units have the option to participate as well and we have until Tuesday, April 18 to opt in. If we opt in we will receive a portion of the state's settlement dollars related to this action. We do not have exact estimates of dollars the City will receive related to this settlement round. A few items to note: - Settlement dollars can only be used for specific opioid related uses (an attachment follows the settlement documents with those approved uses – mostly related to treatment and services for those suffering from opioid addiction) - Participation takes away the City's ability to take legal action against the participating companies	
Goal/Focus Area/Action Item Addressed: Goal 4 – Financial Infrastructure	
Amount Requested: None	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: I motion to approve participation in the national opioid settlement as presented by the State of Michigan with Teva, Allergan, CVS, and Walgreens and authorize the City Manager to sign all related documents.	

Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>			Guest(s) Invited / Presenting	
Immediate Division Head	☒	Information Technology	☐	Yes ☐
Other Division Heads	☐	Communication	☐	No ☐
Legal Review	☒			
For City Clerk Use Only: Commission Action:				

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Muskegon city, MI
Reference Number: CL-386696

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Michigan is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement. At this time, Michigan has not joined the Walgreens National Settlement. The Michigan Department of the Attorney General continues to work on a resolution pertaining to Walgreens.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, and Walmart, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State

and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to interstate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or AG-OpioidLitigation@michigan.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Muskegon city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Muskegon city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Muskegon city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Muskegon city	State: MI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
 - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Amendments to the zoning ordinance, marihuana processing	
Submitted By: Mike Franzak		Department: Planning	
Brief Summary: Staff initiated request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.			
Detailed Summary & Background: The Planning Commission recommended approval of the amendments by a 7-0 vote at their March 16, 2023 meeting.			
Goal/Focus Area/Action Item Addressed: Economic Development, Housing and Business/Diversity Reflected in Businesses and Business Owners/Investigate Options for assisting minority owned businesses			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☐	
For City Clerk Use Only: Commission Action:			

Planning Commission Packet Excerpt:

March 16, 2023

Hearing, Case 2023-08: Staff initiated request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

SUMMARY

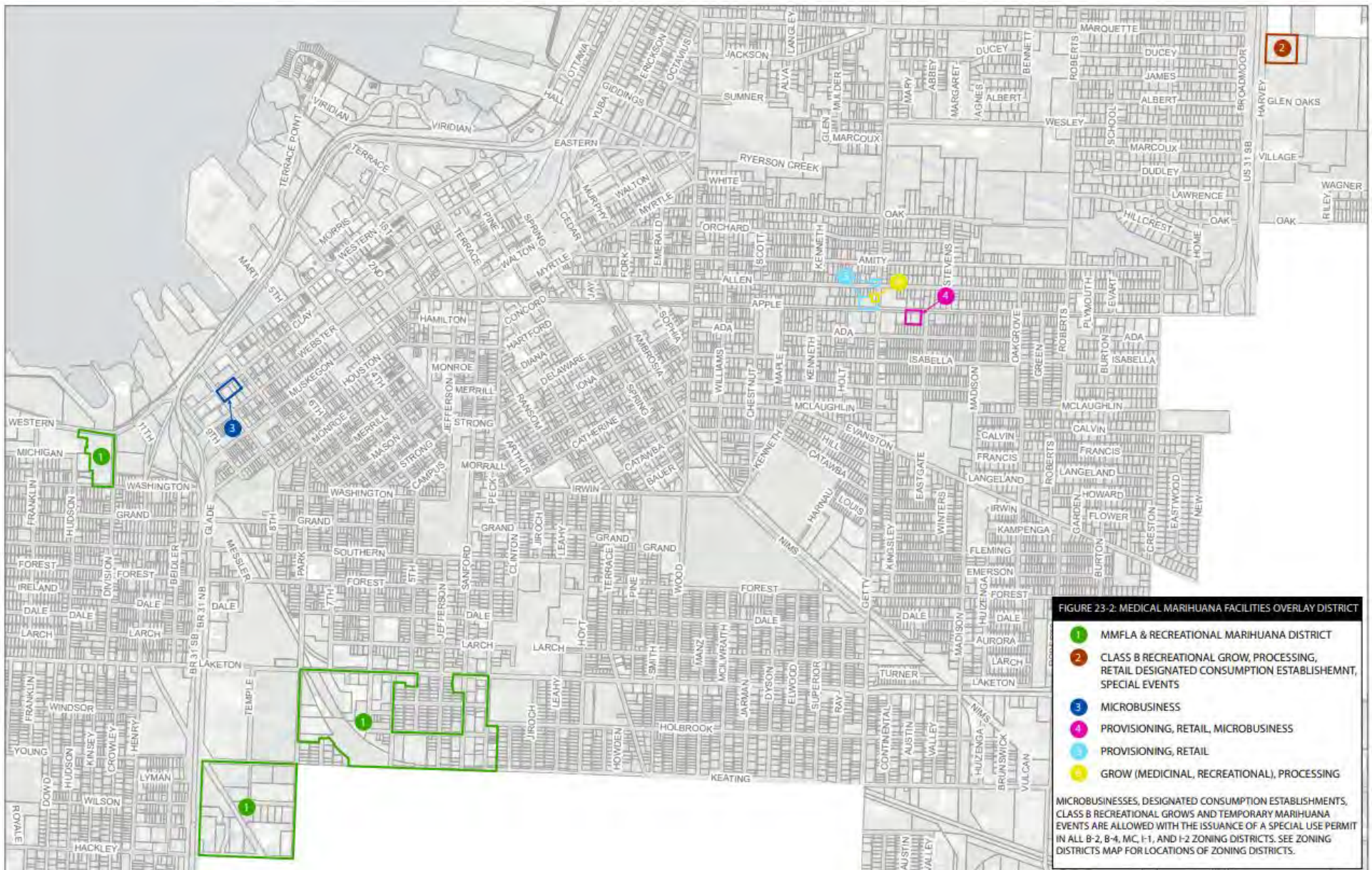
1. All marihuana license types are allowed within the original marihuana facilities overlay district. Other certain license types are allowed at extensions of the marihuana facilities overlay district, located at various places throughout the City (See map).
2. At the beginning of the marihuana overlay district creation, prices of properties began to increase exponentially. This led to many local residents being priced out of the industry.
3. In 2021, the City amended the zoning ordinance to allow certain low-intensity license types to locate in B-2, B-4, MC, I-1 & I-2 districts with the issuance of a special use permit. These license types include Class B Grows (500 plants), microbusinesses and designated consumption establishments. This helped local residents obtain properties at more affordable prices.
4. Processing centers were not considered for the 2021 amendment because of concerns over the dangers associated with the creation of concentrates. However, the State of Michigan now issues different types of processing licenses, including those that do create concentrates with hazardous extraction methods and those that do not. Those that do not may be doing nothing more than repacking products or combining different aspects of the plant together.

DELIBERATION

The following proposed motion is offered for consideration:

I move that the request to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted be recommended to the City Commission for approval.

Marihuana Facilities Overlay District



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance are hereby amended to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 11th day of April 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2022.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on April 11, 2023, the City Commission of the City of Muskegon adopted an ordinance to amend the B-2, B-4, I-1, I-2 and MC sections of the zoning ordinance to allow marihuana processing facilities without extraction methods classified as hazardous under the Michigan Building Code as a special use permitted.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published _____, 2023.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Rezoning a portion of 560 Mart St	
Submitted By: Mike Franzak		Department: Planning	
Brief Summary: Request to rezone a portion of the property at 560 Mart St from B-2, Convenience & Comparison Business to WM-Waterfront Marine, by West MI Dock & Market.			
Detailed Summary & Background: The Planning Commission recommended approval of the rezoning by a 7-0 vote at their March 16 meeting.			
Goal/Focus Area/Action Item Addressed:			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the request to rezone a portion of 560 Mart St from B-2 to Waterfront Marine.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☐		
Yes		☐	
No		☐	
For City Clerk Use Only: Commission Action:			

PLANNING COMMISSION PACKET EXCERPT

March 16, 2023

Hearing, Case 2023-05: Request to rezone a portion of the property at 560 Mart St from B-2, Convenience & Comparison Business to WM-Waterfront Marine, by West MI Dock & Market.

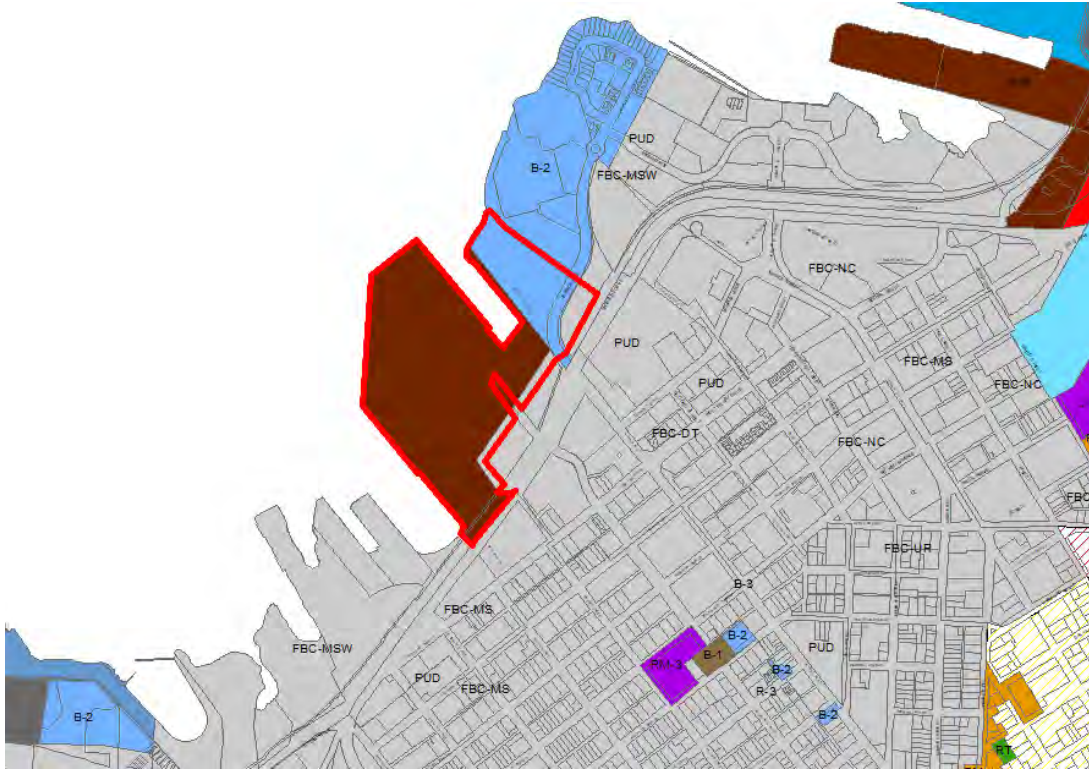
SUMMARY

1. A majority of the property is zoned WM, Waterfront Marine. The eastern portion of the property is mostly zoned B-2, Convenience & Comparison Business. A small portion of the property (south of Terrace Point Dr) is zoned Form Based Code, Mainstreet Waterfront (FBC, MSW).
2. The entire site measures 43 acres. The area requested for a rezoning is approximately six acres.
3. Although an exact use has not been identified at this time, the applicant knows that they would like to utilize this portion of the land for waterfront marine activities.
4. Please see the enclosed copies of the B-2 and WM zoning ordinance excerpts. The uses allowed are fairly similar, with WM allowing more intense marine related activities (engine and hull repair) while B-2 allows more intense non-water related activities (auto repair, amusement facilities).
5. Notices were sent to everyone within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.

560 Mart St



Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

**An ordinance to amend the zoning map of the City to provide for a zone change for a portion of 560 Mart
St from B-2 to WM**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the portion of 560 Mart St zoned B-2, Convenience & Comparison Business to WM, Waterfront Marine.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 563 ALSO THAT PART OF CENTRAL WARF LYING NLY OF SLY LN OF SD LOT 9 EXTD WLY ALSO PART OF LOT 2 BLK 567 LYING NWLY OF A LN BEG ON WLY LN THIRD ST 965.75 FT NWLY OF NE COR BLK 566 & RUNNING TH S 24D 27M W TO SW LN BLK 567 TO CENTER OF MUSKEGON LAKE ALSO PART OF LOT 2 BLK 567 BEG ON WLY LN THIRD ST 858.25 FT NWLY OF NELY COR BLK 566 NLY ALG THIRD ST 107.5 FT TH S 24D 27M W 378.8 FT TH S 41D 45M E 132.4 FT NELY ALG CURVE PAR TO GRAND TRUNK TRACKS TO POB ALSO ENTIRE BLK 569 SUBJ TO ESMTS/COVENANTS L/P 3609/137

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning a portion of 560 Mart St from B-2 to WM)

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 11th day of April, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2023 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on April 11, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for a portion of 560 Mart St from B-2 to WM:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 563 ALSO THAT PART OF CENTRAL WARF LYING NLY OF SLY LN OF SD LOT 9 EXTD WLY ALSO PART OF LOT 2 BLK 567 LYING NWLY OF A LN BEG ON WLY LN THIRD ST 965.75 FT NWLY OF NE COR BLK 566 & RUNNING TH S 24D 27M W TO SW LN BLK 567 TO CENTER OF MUSKEGON LAKE ALSO PART OF LOT 2 BLK 567 BEG ON WLY LN THIRD ST 858.25 FT NWLY OF NELY COR BLK 566 NLY ALG THIRD ST 107.5 FT TH S 24D 27M W 378.8 FT TH S 41D 45M E 132.4 FT NELY ALG CURVE PAR TO GRAND TRUNK TRACKS TO POB ALSO ENTIRE BLK 569 SUBJ TO ESMTS/COVENANTS L/P 3609/137

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published _____, 2023

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Rezoning of 1163 Terrace St	
Submitted By: Mike Franzak		Department: Planning	
Brief Summary: Request to rezone the property at 1163 Terrace St from R-3 Residence to B-2, Convenience & Comparison Business, by Ryan Burns.			
Detailed Summary & Background: The Planning Commission recommended approval of the rezoning by a 7-0 vote at their March 16 meeting.			
Goal/Focus Area/Action Item Addressed:			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the rezoning of 1163 Terrace St from R-3 to B-2.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☐	
For City Clerk Use Only: Commission Action:			

PLANNING COMMISSION PACKET EXCERPT

March 16, 2023

Hearing, Case 2023-06: Request to rezone the property at 1163 Terrace St from R-3 Residence to B-2, Convenience & Comparison Business, by Ryan Burns.

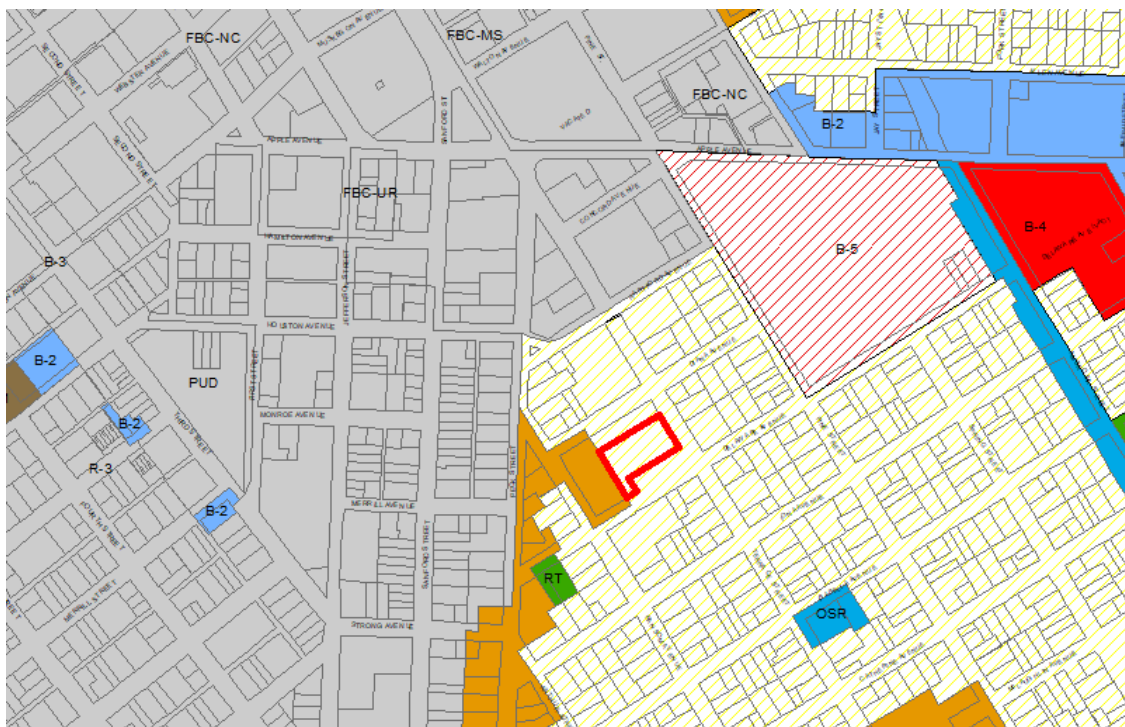
SUMMARY

1. The property is zoned R-3, Single-Family High-Density Residential and has historically been used as a church. It has been vacant for the past few years.
2. The property measures just under an acre and the existing building measures 8,500 sf.
3. The applicant is seeking to reutilize the building for a commercial catering business (existing kitchen in basement), offices and a rental hall. These uses are all very similar as to the uses of a church.
4. The B-2, Convenience and Comparison Business district allows these types of uses, while limiting most uses that a heavily residential area may find intrusive. Please see the enclosed zoning ordinance excerpt for B-2 districts.
5. There is room for about 65 parking spaces in the existing lot. Parking is also allowed on all three streets the property borders.
6. Notices were sent to everyone within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.

1163 Terrace St



Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

**An ordinance to amend the zoning map of the City to provide for a zone change for 1163 Terrace St from
R-3 to B-2**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 1163 Terrace St from R-3 to B-2.

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 5-9 INCL LOTS 11& 12 EXC NWLY 1/2 OF SD
LOTS 11 & 12 BLK 229

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 1163 Terrace St from R-3 to B-4)

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 11th day of April, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2023 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on April 11, 2023, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1163 Terrace St from R-3 to B-2:

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 5-9 INCL LOTS 11& 12 EXC NWLY 1/2 OF SD
LOTS 11 & 12 BLK 229

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published _____, 2023

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023	Title: Deficit Elimination Plan – Brownfield Redevelopment Authorities
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michigan	
Detailed Summary & Background: At June 30, 2022 the Brownfield Redevelopment Authority (combined) had a \$64,211.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Brown Field Redevelopment are attached. The State wanted more clarification on the deficit with a different layout, plus I extended the plan one more year.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices	
Amount Requested: \$	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion approve the deficit elimination resolution for the Brown Field Redevelopment.	
Approvals: Immediate Division Head ☒ Information Technology Other Division Heads ☒ Communication Legal Review ☒	Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:	

DEFICIT ELIMINATION PLAN

City of Muskegon

State ID Number 61-2020

Brownfield Redevelopment Authorities (Combined)

April 11, 2023

At June 30, 2022 the City of Muskegon's Brownfield Redevelopment Authority (combined) had a deficit of \$64,211. This was the first year that the Scattered Brownfield captured taxes. Expenses exceeded the tax captured. For the fiscal year 2022-23, we project that the Scattered Brownfield will have enough tax capture to eliminate the deficit.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITIES		
	PROPOSED FY2022-23	PROPOSED FY2023-24
OPERATION REVENUE		
PROPERTY TAXES	\$ 966,696.00	\$ 1,042,005.00
Other		
Total Operating Revenue	\$ 966,696.00	\$ 1,042,005.00
OPERATING EXPENSES		
Administration		
Contractual Services	\$ 902,196.00	\$ 951,332.00
Depreciation	\$ -	
Total Operating Expenses	\$ 902,196.00	\$ 951,332.00
Operation income(loss)	\$ 64,500.00	\$ 90,673.00
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings		
Interest Expense		
Income(loss) before capital contributions	\$ 64,500.00	\$ 90,673.00
CAPITAL CONTRIBUTIONS		
Capital grants and Contributions		
Transfers In FROM GF		
Change in Net Position	\$ 64,500.00	\$ 90,673.00
Net Position at beginning of year	\$ (103,660.24)	\$ (39,160.24)
Net position at end of year	\$ (39,160.24)	\$ 51,512.76
	2022-23	2023-24
UNRESTRICTED LESS NON CURRENT LIABILITIES	\$ (64,211.00)	\$ 289.00
REVENUES	\$ 966,696.00	\$ 1,042,005.00
EXPENDITURES	\$ 902,196.00	\$ 951,332.00
DEPRECIATION		
MINUS CA-CL	\$ 289.00	\$ 90,962.00
2021-22 WAS THE FIRST YEAR OF TAX CAPTURE EXPENDITURE EXCEEDED CAPTURE		
GOING FORWARD WE EXPECT TAX CAPTURE TO EXCEED EXPENSES		
MORE PROPERTIES WILL CONTRIBUTE TO THE TAX CAPTURE AS MORE PROPERTIES ARE		
ADDED TO THE TAX ROLL THAT WERE PREVIOUSLY TAX EXEMPT		

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN**

RESOLUTION NO. _____

WHEREAS City of Muskegon's Brownfield Redevelopment Authority (combined) had a \$64,211 deficit balance June 30, 2022; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City Commission of the City of Muskegon adopts the following as the City of Muskegon's Brownfield Redevelopment Authority (combined) Deficit Elimination Plan.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITIES		
	PROPOSED FY2022-23	PROPOSED FY2023-24
OPERATION REVENUE		
PROPERTY TAXES	\$ 966,696.00	\$ 1,042,005.00
Other		
Total Operating Revenue	\$ 966,696.00	\$ 1,042,005.00
OPERATING EXPENSES		
Administration		
Contractual Services	\$ 902,196.00	\$ 951,332.00
Depreciation	\$ -	
Total Operating Expenses	\$ 902,196.00	\$ 951,332.00
Operation income(loss)	\$ 64,500.00	\$ 90,673.00
NONOPERATING REVENUES (EXPENSES)		
Investment Earnings		
Interest Expense		
Income(loss) before capital contributions	\$ 64,500.00	\$ 90,673.00
CAPITAL CONTRIBUTIONS		
Capital grants and Contributions		
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Change in Net Position	\$ 64,500.00	\$ 90,673.00
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	2022-23	2023-24
UNRESTRICTED LESS NON CURRENT LIABILITIES	\$ (64,211.00)	\$ 289.00
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EXPENDITURES	\$ 902,196.00	\$ 951,332.00
DEPRECIATION		
MINUS CA-CL	\$ 289.00	\$ 90,962.00
2021-22 WAS THE FIRST YEAR OF TAX CAPTURE EXPENDITURE EXCEEDED CAPTURE		
GOING FORWARD WE EXPECT TAX CAPTURE TO EXCEED EXPENSES		
MORE PROPERTIES WILL CONTRIBUTE TO THE TAX CAPTURE AS MORE PROPERTIES ARE		
ADDED TO THE TAX ROLL THAT WERE PREVIOUSLY TAX EXEMPT		

Adopted this _____ day of April 2023

By: _____

Ken Johnson

Its Mayor

By: _____

Ann Marie Meisch, MMC

Its Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on April 11, 2023. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____

Ann Marie Meisch, MMC

City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Emergency Management Resolution	
Submitted By: Director Timothy E Kozal		Department: Public Safety	
Brief Summary: We are asking for resolution to the Emergency Management Resolution as there are name/job updates.			
Detailed Summary & Background: The City of Muskegon is incorporated into the Muskegon County Emergency Management Program. By being part of the county Emergency Management Program, the City of Muskegon and the County of Muskegon have certain responsibilities to each other. This Support Emergency Operations Plan was developed to identify the responsibilities between the City of Muskegon and the County of Muskegon in regards to pre-disaster emergency management activities.			
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>			
Amount Requested: NA		Amount Budgeted: NA <i>Contact Finance if your item does not fit into the current budget.</i>	
Fund(s) or Account(s): NA		Fund(s) or Account(s): NA	
Recommended Motion: For the commission to approve and the appropriate department heads, city mayor and city clerk to sign the 2023 Emergency Management Resolution as is with the updated names and jobs titles.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☐		
Yes		☐	
No		☐	
For City Clerk Use Only: Commission Action:			

SUPPORT EMERGENCY OPERATIONS PLAN GUIDE

**A GUIDE TO ASSIST MUNICIPALITIES INCORPORATED INTO THE COUNTY
EMERGENCY MANAGEMENT PROGRAM TO DEVELOP A SUPPORT EMERGENCY
OPERATIONS PLAN.**

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INTRODUCTION TO THE GUIDE

I. Purpose

This document is designed to serve as a guide for municipalities with a population of 10,000 residents or above that have elected to incorporate into the County Emergency Management Program and need to develop a Support Emergency Operations Plan (EOP) following the Administrative Rules for Section 19, 1976 PA 390, as amended. In accordance with these rules, the Support EOP shall be consistent with the County Emergency Operations Plan and will become part of the county plan.

The preparation of a Support EOP will increase emergency preparedness through the definition of the responsibilities of local departments and agencies. The plan assigns tasks that need to be accomplished when an incident occurs, and describes how local and county emergency management efforts are related. Maintaining a current Support EOP also establishes eligibility to receive Section 19 funding in accordance with Section 19 of 1976 PA 390, as amended. If federal assistance does not become available after the Governor has declared a State of Disaster or Emergency, affected counties and municipalities can be eligible to receive state assistance up to \$100,000 or 10% of their operating budget, whichever is less, to cover certain disaster related expenses. To be eligible for Section 19 funding, municipalities with a population of 10,000 and above that do not maintain an independent emergency management program must develop and submit a Support EOP to the county, and implement that plan in a timely manner at the beginning of the incident.

II. Scope

This document provides basic guidance and a template for the development of a Support EOP. The template (Attachment B) contains general information that can be adapted to any municipality. The annexes specify how the municipality will carry out common emergency support functions.

Also included with this document is a sample Emergency Management Resolution (Attachment B) that appoints the County Emergency Management Coordinator as the Emergency Management Coordinator of the municipality, and outlines how emergency management efforts on the local level are organized in relation to the County Emergency Management Program.

If either template is used, it should be reviewed and adjusted to the specific needs of each municipality. Municipalities that do not utilize the templates can develop individual plans or resolutions. Other available guiding materials for the development of EOPs include MSP/EMSHD Pub 201 (Local Planning Workbook) and FEMA Comprehensive Preparedness Guide 101.

III. Maintenance

Pub 204 has been developed by MSP/EMHSD and is maintained to ensure compliance with current national planning standards and relevant state laws pertaining to emergency planning. This document was last updated in August 2015 and supersedes the October 2011 version. It will be updated every four years.

DEVELOPING THE PLAN

All stakeholders that are involved in the community response to emergencies and disasters should be involved in the development of the Support EOP. The County Emergency Management Program should work with the municipality to ensure that the plan is compatible with the County Emergency Operations Plan. A standardized planning approach can be used for the development of the Support EOP.

I. Plan requirements

The Administrative Rules for Section 19 of 1976 PA 390, as amended, establish four requirements for the development of Support EOPs. In accordance with these requirements, Support EOPs shall:

1. **Describe the relationship between the County Emergency Management Program and the municipality:**
The plan should state that the municipality has chosen to incorporate into the county program, coordinates emergency management related matters with the county program, and has assigned the County Emergency Management Coordinator as the responsible Emergency Management Coordinator for the municipality.
2. **Identify the municipality's response procedures in relation to the county response procedures:**
The plan should establish annexes that describe common tasks that need to be accomplished when responding to an emergency or disaster, and assign responsibility for these tasks to municipal departments and other local agencies. The annexes should identify the responsible agencies on the local level that coordinate and share information with at the county level, and clarify joint responsibilities. Annexes in the Support EOP should also identify which annex or annexes they relate to in the County EOP.
3. **Be maintained in accordance with the standards and currentness of the county plan, be consistent with the county plan:**
The efforts described in local and county plans should be consistent and complement each other. To maintain the Support EOP in currentness with the County EOP, updates to the local plan are necessary whenever the county plan is updated. When the County EOP is updated, the Support EOP should be revised to ensure that it is still compatible with the county plan.
4. **Contain the signature of the Chief Executive Official (CEO) of the municipality, be forwarded to the county:**
After a new Support EOP has been developed or an existing plan has been updated, the signature of the CEO (Mayor, Township Supervisor) needs to be obtained. If a change of the CEO occurs, the plan needs to be reviewed and the signature of the new official obtained. After the plan is signed, a copy must be forwarded to the County Emergency Management Program, where it should be filed with the County EOP.

II. Plan format

The plan should consist of a Basic Plan section and functional annexes.

The Basic Plan defines the purpose of the plan, provides a community profile, identifies hazards and community vulnerabilities, and describes the relationship between municipality and the County Emergency Management Program.

The annexes identify specific emergency management and response tasks that need to be accomplished before, during and after an incident, and assign responsibility for carrying out these tasks to local agencies. Annexes should be organized by emergency response functions or tasked agencies and can be written in narrative or bulleted style. While municipalities are not required to mirror the format used in the county plan, this can be beneficial. The template included with this document uses a bulleted "Emergency Action Guidelines" format for its annexes.

III. Planning process

The following seven step planning process also utilized in County EOP development should be used to develop a Support EOP. For additional information on the process steps, please refer to MSP/EMSHD Pub 201 (Local Planning Workbook).

1. **Form a collaborative planning team:**
The planning team is the group of individuals responsible for designing, developing, and implementing the Support EOP. It should include representatives from all agencies that are committed to participate in emergency response activities within the municipality. Other stakeholders that should be engaged in

the planning process include representation from the municipality's executive office, the County Emergency Management Program, agencies that can provide insight into necessary accommodations for groups or individuals requiring Functional Needs Support Services (FNSS), schools, etc.

2. Identify hazards and assess risks:

The hazard analysis is the foundation upon which the municipality's emergency planning efforts should be built. It identifies conditions or situations that have the potential to cause harm to people or property in the community. The hazard analysis process involves four steps.

Step 1: A profile of the community is developed (demographic and economic make-up, geography and land-use, key facilities, etc.).

Step 2: The development of a community profile is followed by the hazard identification, which should start with a review of the County Hazard Analysis or Hazard Mitigation Plan. Local resources should then be used to identify further hazards that are unique to the community and might not have been included in county documents.

Step 3: The assessment of risks explores how likely it is that a risk will manifest itself in an incident, how often this might occur, where it might occur, and what the severity of impact would be. Hazards should be ranked based on the expected frequency of occurrence and severity of impact.

Step 4: The vulnerability determination examines how susceptible citizens, property, infrastructure and critical systems are to the identified hazards.

3. Determine Goals and Objectives:

Developing clear goals and objectives will help the municipality to identify problems, issues and opportunities. Establishing goals outlines the vision of what the community wants to achieve. Goals can be pursued in the long-term, but need to be achievable. Objectives are specific and measurable strategies to achieve these goals. Often, multiple objectives will need to be established to support one goal.

4. Plan Development:

This step describes the conceptualization of the plan, which includes the generation and comparison of alternate strategies to achieve the established goals and objectives. This involves two tasks: Developing and analyzing courses of actions to be conducted during an incident, and identifying the resources that determine the capability of the municipality to take these actions. Developing actions allows planners to depict how an operation unfolds by building and working through a portrait of a potential event, including key decision points and participant activities. This helps to identify actions that occur and resources that will be required throughout the progression of an event.

After identifying potential strategies to achieve established goals, an important sub-step in the conceptualization of the plan is the evaluation of actions to ensure that the actions that are selected to be included in the plan are feasible. It is critical to determine if required resources are available or easily obtainable during an incident, and if actions are compliant with laws and regulations, such as local ordinances and resolutions, legal authorities, law enforcement standards, and Governor's orders and directives.

5. Plan Preparation, Review and Approval:

When writing the plan, a simple format should be used. The finished plan must be compatible with the County EOP. This can be achieved by including references to the county plan, utilizing a similar format, or organizing annexes after similar emergency response functions. Feedback should be solicited from all stakeholders that are tasked within the plan, the County Emergency Management Program, and local elected officials. After the review process, necessary adjustments should be implemented. The municipality should adopt the plan by resolution, obtain the signature of the CEO, and forward a signed copy of the plan to the County Emergency Management Program.

6. Plan implementation and update:

The last step is to implement, maintain and update the plan. Plan updates are required after change of the CEO or when the County EOP has been updated. Plan reviews should also be considered after plan activations (during incidents or exercises), changes in operational resources, and changes in the community and/or hazard profile of the municipality. Lessons learned from actual events and exercises are essential to the evaluation of a plan's effectiveness, and help to determine if the plan is:

- Adequate: The concept of operations identifies and addresses critical tasks effectively.
- Feasible: Critical tasks can be accomplished timely and with available resources.
- Acceptable: The needs and demand driven by an event are met, actions meet the expectation of local officials and the public, and are consistent with law.
- Complete: The plan includes all necessary tasks, steps and required capabilities to reach an identified desired end state.
- Compliant: The plan complies with guidance and doctrine to the highest extent possible.

FEMA Comprehensive Preparedness Guide 101 established adequacy, feasibility, acceptability, completeness and compliance as criteria that allow planners and decision makers to determine the efficiency and effectiveness of their plans.

EMERGENCY MANAGEMENT RESOLUTION

In addition to the development of a Support EOP, it is recommended that municipalities adopt a local Emergency Management Resolution. The Emergency Management Resolution should appoint the County Emergency Management Coordinator as the Emergency Management Coordinator responsible for the municipality, describe the local emergency management organization and its relationship to the County Emergency Management Program, and provide a means for the local legislative body to exercise the authority vested in them by 1976 PA 390, as amended. Attachment A provides a sample Emergency Management Resolution.

ATTACHMENT A: SAMPLE EMERGENCY MANAGEMENT RESOLUTION

The following pages provide a sample Emergency Management Resolution. If used as a template, the sample resolution should be reviewed by municipality and county, and adjusted to meet local needs. Before adoption, the resolution should be reviewed by the municipality's legal counsel.

City of Muskegon Emergency Management Resolution

A resolution to provide for the mitigation, preparedness, response and recovery from natural and human-made disasters within the City of Muskegon by being part of the Muskegon County emergency management program; to appoint the county emergency management coordinator as the City of Muskegon emergency management coordinator; to provide for a means for coordinating the resources of the municipality with those of the county; and to provide a means through which the city council of Muskegon may exercise the authority and discharge the responsibilities vested in them by this resolution and Act No. 390 of the Public Acts of 1976, as amended.

Article 1 - Short Title

Section 101. This resolution shall be known as the "Emergency Management Resolution".

Article 2 – Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:

- (a) "Act" means the Michigan Emergency Management Act, Act No. 390 of the Public Acts of 1976, as amended.(b) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.
- (c) "Disaster relief force" means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the Muskegon County Emergency Operations Plan as having duties to perform or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.
- (d) "District Coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.
- (e) "Emergency management coordinator" means the person appointed to coordinate all matters pertaining to emergency management within the municipality. The emergency management coordinator for the City of Muskegon is the Muskegon County emergency management coordinator.
- (f) "Emergency management program" means a program established to coordinate mitigation, preparedness, response and recovery activities for all emergency or disaster situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements established by the Department of State Police, Emergency Management Division. The City of Muskegon has elected to be part of the Muskegon County emergency management program.
- (g) "Emergency operations plan" means the plan developed and maintained by county and political subdivisions included in the emergency management program area for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.
- (h) "Governor's state of disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
- (i) "Governor's state of emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.

- (j) "Local state of emergency" means a declaration by the Mayor¹ pursuant to the act and this resolution which implements the response and recovery aspects of the Muskegon County Emergency Operations Plan and authorizes certain actions as described in this resolution.
- (k) "Vital records" means those records that contain information needed to continue the effective functioning of a government entity City of Muskegon and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Emergency Management Coordinator; Appointment

Section 301. By the authority of this resolution the Mayor hereby appoints the Muskegon County Emergency Management Coordinator as the emergency management coordinator for the City of Muskegon.² In addition to acting for, and at the direction of, the Chairperson of the Muskegon County Board of Commissioners, the Emergency Management Coordinator will also act for, and at the direction of, the Mayor.³

Section 302. A line of succession for the Muskegon County Emergency Management Coordinator has been established and is listed in the City of Muskegon Emergency Operations Plan.

Article 4 - Emergency Management Coordinator; Duties

Section 401. The Emergency Management Coordinator shall comply with standards and requirements established by the Department of State Police, Emergency Management Division, under the authority of the act, in accomplishing the following⁴:

- (a) Direct and coordinate the development of the Muskegon County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.
- (b) Direct and coordinate the development of the Muskegon County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.
- (c) Specify departments or agencies which must provide an annex to the plan or otherwise cooperate in its development.
- (d) Identify departments and agencies to be included in the Emergency Operations Plan as disaster relief force.
- (e) Develop and maintain a county Resource Manual.
- (f) Coordinate the recruitment, appointment, and utilization of volunteer personnel.

¹ According to Act 390, as amended, sec. 10 (1) (b) any county or municipality that has an appointed emergency management coordinator can declare a local state of emergency. This power is given to the "chief executive official" (see definitions in the act) or the official designated by charter.

² Act 390, as amended, sec. 9 (2-3) states that the coordinator shall be appointed by the "chief executive official" (see definitions in the act) in a manner provided in the municipal charter.

³ Act 390, as amended, sec. 9 (1-3) states that the appointed county coordinator shall act for and at the direction of the chairperson or county executive. It also says that a coordinator appointed by a municipality shall act for and at the direction of the "chief elected official" (see definitions in the act) or the official designated by the municipal charter.

⁴ Act 390, as amended, sec. 7a (4) gives the Emergency Management Division the authority to promulgate several standards and requirements.

- (g) Assure the emergency management program meets eligibility requirements for state and federal aid.
- (h) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Operations Plan.
- (h) Through public information programs, educate the population as to actions necessary for the protection of life and property in an emergency or disaster.
- (i) Assist in the development of mutual aid agreements.
- (j) Assist the City of Muskegon municipal liaison with the development of municipal standard operating procedures which are consistent with the county Emergency Operations Plan.
- (k) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Operations Plan.
- (l) Coordinate county emergency management activities with those municipalities included in the county emergency management program, other municipalities, the state, and adjacent counties.
- (m) Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Centers.
- (n) Identify mitigation opportunities within the county and encourage departments/agencies to implement mitigation measures.

Article 5 - Emergency Management Liaison; Duties

Section 501. By the authority of this resolution the Mayor has appointed a liaison for the purpose of assisting the county Emergency Management Coordinator in coordinating the emergency management activities within the municipality. The duties of the liaison are as follows:

- (a) Coordinate municipal emergency management activities with those of the county jurisdictions.
- (b) Assist the county Emergency Management Coordinator with the development of the county Emergency Operations Plan and the incorporation of municipal resources into the plan.
- (c) Identify municipal departments and agencies to be included in the Emergency Operations Plan as part of the disaster relief force.
- (d) Identify municipal resources and forward information to the county Emergency Management Coordinator for inclusion in the county Resource Manual.
- (e) Coordinate the recruitment, appointment, and utilization of volunteer resources.
- (f) Assist the county Emergency Management Coordinator with administering training programs.
- (g) Coordinate municipal participation in exercises conducted by the county.
- (h) Assist in the development of mutual aid agreements.
- (i) Assist in educating the population as to actions necessary for the protection of life and property in an emergency or disaster.
- (j) Encourage departments/agencies within the municipality to identify and implement procedures to mitigate the effects of potential disasters.
- (k) Assist in the assessment of the nature and scope of the emergency or disaster and collect damage assessment information and forward to the county.
- (l) Coordinate the vital records protection program.
- (m) Develop municipal standard operating procedures for disaster response which are consistent with the county Emergency Operations Plan.

Section 502. The Mayor shall appoint a minimum of two persons as successors to the position of the municipal liaison. The line of succession shall be supplied to the county Emergency Management Coordinator.

Article 6 - Mayor Powers; Duties

Section 601. On an annual basis, the Mayor shall review the eligibility and performance of the Emergency Management Coordinator and make recommendations to the City Council.⁴

Section 602. The Mayor shall, review the effectiveness of the Muskegon County Emergency Operations Plan as the plan relates to the municipality once every two years. With the assistance of the municipal liaison, he\she shall make recommendations to the county Emergency Management Coordinator of any changes which may be needed. After this review and incorporation of necessary changes, the Mayor shall certify the plan to be current and adequate for the City of Muskegon the ensuing two years.⁵

Section 603. When circumstances within the City of Muskegon indicate that the occurrence or threat of occurrence of widespread or severe damage, injury or loss of life or property from natural or human-made cause exists the Mayor may declare a local state of emergency.¹ Such a declaration shall be promptly filed with the Muskegon County Emergency Management Office, who shall forward it to the Department of State Police,

⁵ Rule 4 (c) (d-q) of the administrative rules promulgated for Act 390, sec. 19 states that the plan shall be considered official upon bearing the signature of the chief executive official of the municipality. The plan must be current and adequate (see rule) within two years.

Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the Muskegon City Commission.⁶

Section 604. If the Mayor invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the Muskegon City Commission for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the Muskegon City Commission unless specifically provided herein.

Section 605. The Mayor may do one or more of the following under a local state of emergency:

- (a) Direct the Emergency Management Coordinator to implement the Emergency Operations Plan.
- (b) Issue directives as to travel restrictions on local roads within the municipality.
- (c) Relieve City of Muskegon employees of normal duties and temporarily reassign them to other duties.
- (d) Activate mutual aid agreements.
- (e) Direct the municipal disaster relief effort in accordance with the county Emergency Operations Plan and municipal standard operating procedures.
- (f) Notify the public and recommend in-place or evacuation or other protective measures.
- (g) Request a state of disaster or emergency declaration from the Governor as described in Article 7.
- (h) When obtaining normal approvals would result in further injury or damage, the Mayor may, until the City Commission convenes, waive procedures and formalities otherwise required pertaining to the following:
 - (1) For a period of up to 7 days, send the disaster relief force and resources to the aid of other communities as provided by mutual aid agreements.
 - (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund created in Article 9. The City of Muskegon does not have a specific disaster contingency fund established.
 - (3) For a period of up to 7 days, make contracts, obtain and distribute equipment, materials, and supplies for disaster purposed.
 - (4) Employ temporary workers.
 - (5) Purchase and distribute supplies, materials, and equipment.
 - (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state agency. Such an ordinance or rule shall be temporary and, upon the Governor's declaration that a state of disaster or state of emergency is terminated, shall no longer be in effect.⁷

Section 606. If a state of disaster or emergency is declared by the Governor, assign and make available for duty the employees, property, or equipment of the City of Muskegon within or without the physical limits of the City as ordered by the Governor or the Director of the Department of State Police in accordance with the act.⁸

Article 7 - Governor Declaration Request

Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the Mayor determines that the situation is beyond control of the municipality, he/she may request the Governor to declare that a state of disaster or state of emergency exists in the municipality in accordance with the act. This shall be done by immediately contacting the Muskegon County

⁶ Act 390, as amended, sec. 10 (1) (b) provides for the 7 day limit and disposition of the declaration.

⁷ Act 390, as amended, sec.12 (2) provides this authority.

⁸ Act 390, as amended, sec. 10 (1) (h) provides this authority.

Emergency Management Coordinator. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief.⁹

Article 8- Volunteers; Appointment; Reimbursement

Section 801. Each municipal department, commission, board, or other agency of municipal government is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the county Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.¹⁰

Article 9 - Disaster Contingency Fund

Section 901. A disaster contingency fund has not been created in the budget.

Article 10 - Rights of Disaster Relief Force

Section 1001. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

- (a) If they are employees of the municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.
- (b) If they are not employees of the municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law.¹⁰

Article 12 - Temporary Seat of Government

Section 1201. The Muskegon City Commission shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be use.

Article 13 - Liability

Section 1301. As provided for in the act and this resolution, the municipality, or the agents or representatives of the municipality, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act of omission arising out of and in the course of the person's good faith rendering of that activity, unless the person's act or omission was the result of that person's gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise

⁹ Act 390, as amended, sec.12 states that the "chief executive official" (see definitions in act) of a county or any municipality may make this request. However, he/she must do this utilizing the procedures set forth in sec. 14 of the act which states that the appointed emergency management coordinator and the district coordinator must jointly assess the situation and make recommendations.

¹⁰ Act 390, as amended, sec. 11 (1) (a-c) discusses disaster relief force rights and duties.

be entitled to under the worker's compensation law, any pension law, or act of congress will not be effected as a result of said activity.¹¹

Section 1302. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the municipality the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons or for any other disaster related function during a declared local state of emergency or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.¹¹

Article 14 - Sovereignty

Section 1401. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid.

Article 15 - Repeals

Section 1501. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Article 16 - Annual Review

Section 1601. This resolution shall be reviewed annually by the Muskegon City Commission and changes shall be made if necessary.

Article 17 - Effective Date

Section 1701. This resolution shall have immediate effect.

(The community may choose to adopt either an ordinance or resolution, whichever is the most appropriate procedure within the community, and promulgate it according to normal procedures.)

¹¹ Act 390, as amended, sec. 11 (2-8) discusses liability.

ATTACHMENT B: SAMPLE SUPPORT EMERGENCY OPERATIONS PLAN

The following pages provide a sample Support Emergency Operations Plan. If used as a template, the sample plan should be reviewed and adjusted to meet local needs.

CITY OF MUSKEGON

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the Muskegon County Emergency Operations Plan/Emergency Action Guidelines, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

Date

March 20, 2023

The information contained in this template, developed by the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD), should be used to assist in developing a Support Emergency Operations Plan which must then be reviewed by the Local Planning Team (LPT) and modified based on the community's emergency response capabilities.

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Promulgation Document

Officials of City of Muskegon, in conjunction with County and State Emergency Eanagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.

Chief Executive Official
City of Muskegon

Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how the City of Muskegon will handle emergency situations in cooperation with the Muskegon County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. The City of Muskegon will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the Muskegon County Emergency Management Program in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.

Record of Revisions

The following is a list of revisions made to the Support EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Chief Executive Official	Ken Johnson	City of Muskegon		
Mayor	Ken Johnson	Muskegon City Commission		
Muskegon County Emergency Management Coordinator	Richard Warner	Muskegon County Sheriff's Office		
City of Muskegon Emergency Management Liaison	Timothy Kozal	City of Muskegon		
Communications and Warning Official	Jason Wolford	Muskegon County Central Dispatch		
Damage Assessment Official	Dan VanderHeide	City of Muskegon DPW		
Fire Services Official	Timothy Kozal	Muskegon Public Safety		
Mass Care, Emergency Assistance, Housing, and Human Services Official	Dan VanderHeide	City of Muskegon Planning		
Public Health and Medical Services Official	Chad Crook	Trinity Health EMS		
Public Information Official	Jonathan Seyferth	City of Muskegon		
Muskegon Public Information Center				
Muskegon Emergency Operations Center				

Basic plan

Purpose

The City of Muskegon has elected to incorporate into the Muskegon County Emergency Management Program. As partners in the five phases of emergency management, mitigation, preparedness, prevention, response and recovery, the City of Muskegon and the Muskegon County Emergency Management Program share joint responsibilities. The City of Muskegon Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The City of Muskegon Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, the City of Muskegon continues to implement the National Incident Management System (NIMS).

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended, local Emergency Management resolution,
2. City of Muskegon adoption of the Support EOP,
3. Executive Directive No. 2005-09, the state adoption of the NIMS,
4. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
5. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,
6. Good Samaritan Law and Know Act of 1986.

B. References used to develop the Support EOP:

1. NIMS,
2. NRF,
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMSHD),
4. Pub 204, MSP/EMHSD.

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Muskegon County EOP, this document was developed in a cooperative, whole community effort between municipal government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or update to the County EOP. After the plan is adopted by

resolution of the Muskegon City Commission and approved by the CEO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the Muskegon County EOP.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

- B. The City of Muskegon has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

1. The mitigation of potential hazards.
2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
4. Integration with the Muskegon County EOP, Muskegon County hazard mitigation plan, MEMP, etc.

- C. Community profile:

The City of Muskegon is located in the south west portion of Muskegon County. The community has a population of 37,552 residents. Approximately 12.2 percent of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call. The City's major industries are medical services and automotive manufacturing employing approximately 5,000 people. Due to these industries, the City is concerned with potential displaced citizens, closed streets and bridges dividing the community and presenting general public health/safety concerns.

- D. Hazard and threat analysis:

According to the Muskegon County Hazard Mitigation Plan, communities in the county are most vulnerable to: sever weather events including high winds, snow/ice/sleet storms; hazardous chemical incidents at both fixed sites and druing transportation on rail and highways. Areas within the City of Muskegon that are especially vulnerable to these hazards are: residential areas on the western end of Muskegon near Lake Michigan and the Industrial park located on the eastern most portion of Muskegon. Additional hazards that have been identified as unique to the City of Muskegon can be found in Muskegon County's Hazard Mitigation Plan/Analysis.

Ten (10) sites that contain extremely hazardous materials are located in the City of Muskegon. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, the City of Muskegon has chosen to incorporate into the Muskegon County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management Program, the City of Muskegon has appointed the **Public Safety Director** to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between the City of Muskegon and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in the City of Muskegon.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within the City of Muskegon that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates the this Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the municipal CEO may declare a local state of emergency for the City of Muskegon if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the CEO pursuant to local legislation, the Mayor is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the municipal CEO to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:

1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.
2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the EOC. The EOC is located at Muskegon City Hall, 933 Terrace Street. If this location is unavailable, the alternate EOC location is Muskegon Central Fire Station, 770 Terrace Street.
 - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified via telephone or text messaging to report to the EOC by the Emergency Management Liaison.
 - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMSHD District Coordinator
 - e. Make available incident information to MSP/EMSHD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. The City of Muskegon emergency management organization is comprised of seven (7) agencies and departments that are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to nine specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control, and Coordination	Muskegon City Manager	Jonathan Seyferth	Office-231-724-6724 Cell-231-286-8458
Communications and Warning	Muskegon County Central Dispatch	Jason Wolford	Office-231-332-6604 Cell-231-206-5741
Damage Assessment	Muskegon Department of Public Works	Dan VanderHeide	Office-231-724-6993 Cell-616-443-0829
Fire Services	Muskegon Fire Department	Timothy Kozal	Office-231-724-6954 Cell-269-929-3141
Mass Care, Emergency Assistance, Housing, and Human Services	Muskegon Planning Department	Dan VanderHeide	Office-231-724-6993 Cell-616-443-0829
Public Health and Medical Services	Professional Med Team (Pro Med)	Chad Crook	Office-231-720-1410 Cell-616-259-2232
Public Information	Muskegon City Manager	Jonathan Seyferth	Office-231-724-6724 Cell-231-286-8458

Public Safety	Muskegon Police Department	Timothy Kozal	Office-231-724-6954 Cell-269-929-3141
Public Works	Muskegon Department of Public Works	Dan VanderHeide	Office-231-724-6993 Cell-616-442-0829

3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate
Muskegon City Manager	LeighAnn Mikesell	Timothy Kozal
Muskegon County Central Dispatch	Nick Martin	
Muskegon Department of Public Works	Dave Baker	Doug Sayles
Fire Department	Jay Paulson	Jim Diffell
Planning Department	Dan VanderHeide	Todd Myers
Police Department	Andrew Rush	Tim Bahorski
Pro-Med	Dan Young	

4. The City of Muskegon maintains four (4) fulltime departments. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the development, review and maintenance of Support EOP and County EOP.
 - b. Report to the local EOC when activated for scheduled exercises or emergencies.

- c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
 - i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Damage Assessment

Annex C, Communications and Warning

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

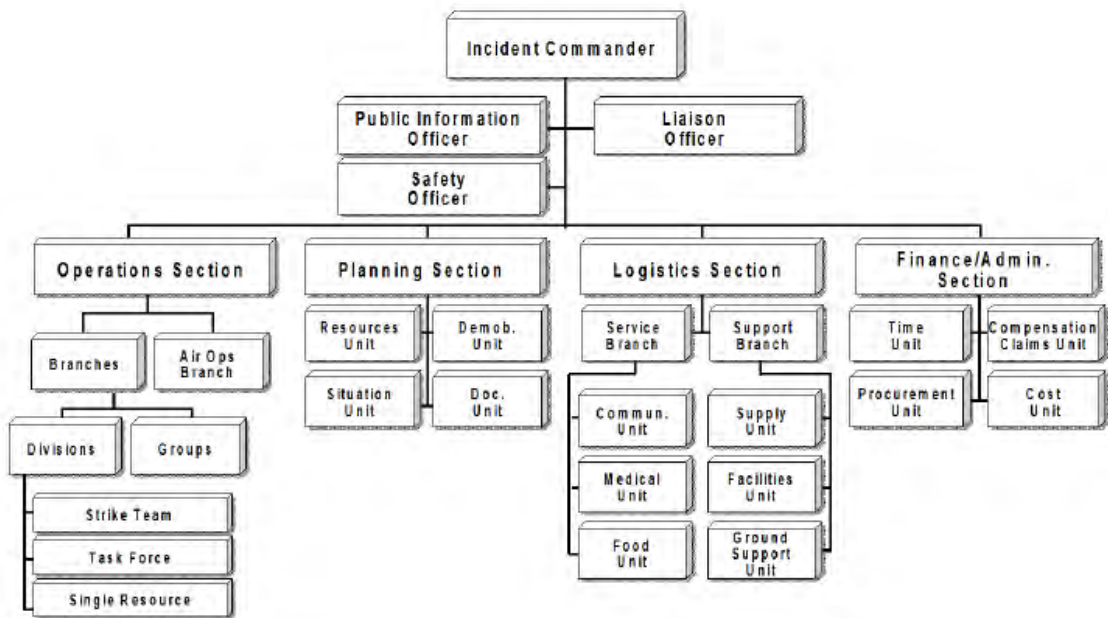
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX A – Direction & Control.

Responsible Agency: Executive Office

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Muskegon	Muskegon City Manager

The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Mayor	City of Muskegon
City Manager	City of Muskegon
Director of Public Safety	Muskegon Department of Public Safety

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Public Safety	Muskegon Department of Public Safety
City Manager	City of Muskegon
Director – Department of Public Works	Muskegon Department of Public Works

The CEO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE

SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE

ANNEX B

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: Annex C – Communications

Responsible Agency: Muskegon County Central Dispatch

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications includes radios, telephone and cellular phones.
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include radios, telephone, and cellular phones.
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include door to door, First Call (Central Dispatch), Nixle (MPD), and news media notifications.
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon County Central Dispatch	Jason Wolford

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

NAME OF CONTACT	AGENCY
Jason Wolford	Muskegon County Central Dispatch
Nick Martin	Muskegon County Central Dispatch

Muskegon County Central Dispatch is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE

ANNEX C

DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX E - Damage Assessment.

Responsible Agency: Muskegon Department of Public Works (DPW)

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMSHD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Department of Public Works	Dan VanderHeide

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

NAME	AGENCY
Dan VanderHeide	Muskegon Department of Public Works
Todd Myers	Muskegon Department of Public Works
Kyle Karczewski	Muskegon Parks and Recreation

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE

ANNEX D

FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX G - Fire Services

Responsible Agency: Muskegon Fire Department

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon Public Safety Department	Timothy Kozal

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

NAME	AGENCY
Timothy Kozal	Muskegon Public Safety Department
Jay Paulson	Muskegon Fire Department
Jim Diffell	Muskegon Fire Department

The Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE

ANNEX E

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX K - Human Services.

Responsible Agency: Planning Department

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: Muskegon Community College , 221 Quarterline Rd, Muskegon, MI 49442, (231) 773-9131 Muskegon Area Career Tech Center , 200 Harvey St., Muskegon, MI 49442, (231) 767-3600 Muskegon High School , 80 W. Southern Ave., Muskegon, MI 49441, (231) 720-2800 Muskegon Heights High School , 2441 Sanford St., Muskegon Heights, MI 49444, (231) 830-3700

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon Department of Public Works	Dan VanderHeide

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

NAME	AGENCY
Dan VanderHeide	City of Muskegon

The Muskegon Planning Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE

ANNEX F

PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX J – Public Health

Responsible Agency: Trinity Health EMS

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
Trinity Health EMS	Chad Crook

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

NAME	AGENCY
Chad Crook	Trinity Health EMS
Dan Young	Trinity Health EMS

Pro-Med is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE

ANNEX G

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX D – Public Information

Responsible Agency: City Manager's Office

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by the City Manager, Mayor, and the Muskegon County Emergency Manager if activated.
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued at Muskegon City Hall, 933 Terrace Street.
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following agency is responsible for this annex:

AGENCY	NAME OF CONTACT
City Manager's Office	Jonathan Seyferth

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

NAME	AGENCY
Jonathan Seyferth	City Manager's Office
Timothy Kozal	Muskegon Public Safety Department
Ken Johnson	Mayor – Muskegon City Commission

The City Manager's Office is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE

ANNEX H

PUBLIC SAFETY

The Public Safety function is concerned to ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX F - Law Enforcement.

Responsible Agency: Muskegon Police Department

Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY

The following agencies are responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon Department of Public Safety	Timothy Kozal

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

NAME	AGENCY
Timothy Kozal	Muskegon Department of Public Safety
Andrew Rush	Muskegon Police Department
Tim Bahorski	Muskegon Police Department

The Muskegon Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE

ANNEX I

PUBLIC WORKS

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the Muskegon County EOP: ANNEX H – Public Works.

Responsible Agency: Department of Public Works (DPW)

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

The following agencies are responsible for this annex:

AGENCY	NAME OF CONTACT
Muskegon DPW	Dan VanderHeide

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

NAME	AGENCY
Dan VanderHeide	Muskegon DPW
Todd Myers	Muskegon DPW
Kyle Karczewski	Muskegon Parks and Recreation

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Sale of 740 Leonard Avenue
Submitted By: LeighAnn Mikesell		Department: City Manager
Brief Summary: Staff is requesting approval of a purchase agreement for 740 Leonard Avenue.		
Detailed Summary & Background: 740 Leonard Avenue was constructed through the agreement with Rudy Briggs to construct infill housing with ARPA funding. The offer is for full asking price with no seller concessions. Please note that the offer is contingent on the sale of the buyer's current residence. 740 Leonard will remain on the market until the contingency is removed.		
Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s):	Fund(s) or Account(s):	
Recommended Motion: to approve the purchase agreement for 740 Leonard Avenue.		
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☒		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 03/22/2023, 2PM (time) MLS #: 71023000698 #
SELLING OFFICE: pinnacle realty west, BROKER LIC.#: REALTOR® PHONE: 231-720-8583
LISTING OFFICE: TLK Real Estate Inc. REALTOR® PHONE:

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
Primary Selling Agent Name: PRINCESS MURRAY Email: Michiganhomesbyprincess@gm.Lic.#: 6501445445
Alternate Selling Agent Name: Email: Lic. #:
3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☐ Buyer has received the Seller's Disclosure Statement, dated. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
☒ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:
☐ Seller is exempt from the requirements of the Seller Disclosure Act.
4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
5. **Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
740 Leonard Ave, Muskegon, MI 49442
with the following legal description and tax parcel ID numbers:
CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 4-5-6 & W 4 FT LOT 7 BLK 3

PP# 24405003000700
The following paragraph applies only if the Premises include unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number) all division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before, of the proposed division to create the Premises.
6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 220,000
two hundred twenty thousand U.S. Dollars
7. **Seller Concessions**, if any: n/a

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.
If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.
☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a conventional type 30 (year) mortgage in the amount of 97 % of the Purchase Price bearing interest at a rate not to exceed 7 % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☒ Buyer will agree to pay an amount not to exceed \$50 representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions:

☐ SELLER FINANCING (choose one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____
form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____
will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum,
interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance
will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and
paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (choose one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest
in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above
provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer
agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future
taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten
(10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER: _____

9. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

- ☐ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.
- ☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☒ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ 700 glenwood ave Muskegon Mi 49445
on or before 06/05/2023. Seller will have the right to continue to
market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**
home appliances includes range, refrigerator, microwave

but does not include:

740 Leonard Ave, Muskegon, MI 49442 CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 4-5-6 & W 4 FT LOT 7 BLK 3 03/22/2023 2pm
Subject Property Address/Description Date Time



Buyer's Initials



Seller's Initials

11. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. Assessments (choose one):

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. Well/Septic: Within ten (10) days after the Effective Date, (choose one) ☒ Seller or ☐ Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Other:

15. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within 10 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

740 Leonard Ave, Muskegon, MI 49442

CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 4-5-6 & W 4 FT LOT 7 BLK 3

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Date

2pm

Time



Buyer's Initials



Seller's Initials

deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions:

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (choose one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

n/a

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 06/01/2023. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

22. **Pre-Closing Walk-Through:** Buyer (choose one) ☒ reserves ☐ waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer shall immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

23. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At ☐ a.m. ☐ p.m. on the day after completion of the closing of the sale, during which time Seller

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Buyer's Initials



Seller's Initials

will have the privilege to occupy the Property and hereby agrees to pay Buyer \$n/a as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$50 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

24. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 5pm (time) on 03/24/2023 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 2,500 shall be submitted to ATA TITLE (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

25. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

26. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

27. **Other Provisions:**

28. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

29. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

30. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic

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Buyer's Initials



Seller's Initials

Packet Page 166

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 11, 2023	Title: Non-union Insurance Premiums
Submitted By: Jonathan Seyferth	Department: City Manager
Brief Summary: Traditionally (and per all 5 union contracts) employees paid 10% of their health benefits (after 2017 this included three components Health Insurance, Co-insurance and Deductibles). At some point an error in the calculation occurred and employees began paying more than 10%. The unions brought this to our attention in early 2023 and the insurance contributions have been corrected for the unions (as it's a negotiated benefit we cannot divert from this percent). Now the Commission needs to decide how to handle non-union employees' contributions which traditionally have been the same as union employees.	
Detailed Summary & Background: Starting in 2017 the City began using three different factors to determine employee contributions to their insurance premiums (a percent of actual monthly premiums and a percent of City Paid Benefits (co-insurance & deductibles)). Prior to 2017 just insurance premiums were used as a factor. This change was made because of cost increases in co-insurance and deductibles. Sometime after 2017 a calculation error occurred and employee's contributions increased above the 10% level. Technically, this is ok for non-union employees as the Commission can set the non-union insurance contributions at any rate it desires. However, traditionally, the insurance contributions have been the same across all employee classes. Staff is recommending that non-union employees be brought into line with union employees and contribute 10% toward the total cost of their health insurance (including co-insurance & deductibles). For the balance of the current plan year, this will cost the City about an additional \$12,000 in health benefit costs (this is union and non-union employees). For future years, we'll budget correctly for the adjustment. Another consideration this brings up, does the City refund to non-union employees' overpayments of health insurance contributions for the same time period as we were required to do for union employees? (Going back to Jan. 1, 2020.) We do not have an exact number on what this overpayment back to employees would be, but in general would be at most \$3,100 for the three years of overpayments per employee. This would be for a family plan; single and double refunds would be less. The reason we don't have a hard number on this is because the finance department has to go employee by employee to calculate the individual overpayments.	
Goal/Focus Area/Action Item Addressed: Goal 3, Community connection – create an environment of mutual respect and trust between local government and...workers.	
Amount Requested: TBD	Amount Budgeted: \$0

Fund(s) or Account(s): Various		Fund(s) or Account(s): Various	
Recommended Motion: To change non-union staff contributions for insurance to 10% inclusive of actual health care premiums and City Paid Benefits of co-insurance and deductibles.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Climate Action
Submitted By: Jonathan Seyferth		Department: City Manager
Brief Summary: A Climate Action resolution to drive City policy on this topic		
Detailed Summary & Background: Earlier this year the Commission asked staff to draft a Climate Action resolution that would direct City staff and departments regarding climate change. This resolution sets out broad guidelines for staff to operate under to impact the City's (municipal corporation's) carbon footprint with the objective of becoming carbon neutral by 2040.		
Goal/Focus Area/Action Item Addressed: Goal 1, Destination Community & Quality of Life; Goal 4, Financial Infrastructure, Action Item 4.5 Investigate options to improve environmental sustainability for projects within the City		
Amount Requested: non at this time, future requests will be worked into FY2023-24's budget	Amount Budgeted: n/a	
Fund(s) or Account(s): various	Fund(s) or Account(s): various	
Recommended Motion: I motion to approve the City of Muskegon's Climate Action Resolution with the objective of measuring and reducing the City's carbon footprint and authorize the Mayor and Clerk to sign.		
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☒ Communication ☒ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

CITY OF MUSKEGON, MICHIGAN

A RESOLUTION DECLARING THE CITY OF MUSKEGON'S COMMITMENT TO CLIMATE ACTION INITIATIVES TO COMBAT THE IMPACT OF CLIMATE CHANGE ON OUR COMMUNITY AND PLANET

2023-XX

WHEREAS, the City of Muskegon recognizes that Climate Change is negatively impacting daily life of our residents, businesses, visitors, and the natural environment, and

WHEREAS, the impacts of Climate Change have a negative economic impact on the community and its residents, and

WHEREAS, the impacts of Climate Change have an outsized impact on members of the community who are least able to cope with Climate Change, and

WHEREAS, Climate Change is impacted by humanmade factors, and

WHEREAS, the City of Muskegon is committed to reducing its carbon footprint through deliberative budget, policy, and administrative actions

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon Commission declares that the human caused climate change emergency physically and economically threatens all of humanity and the natural world, and

BE IT FURTHER RESOVLED, that the City Commission directs the City Manager and all entities of the City to actively participate in Climate Action Planning, and

BE IT FURTHER RESOVLED, that the City Commission directs an organizational wide carbon impact audit be delivered to the Commission by December 2023 which will be used to set target reductions with the goal of eliminating the organization's greenhouse gas emissions by 2040, and

BE IT FURTHER RESOVLED, that starting with the Fiscal Year 2023-24 budget, climate action will be a fiscal consideration, and

BE IT FURTHER RESOLVED, that the City will engage its residents, visitors, and businesses on the climate emergency so their impute informs the creation of the City's long-term Climate Action Plan.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on April XX, 2023.

BY:

Kenneth D. Johnson, Mayor

Ann Meisch, Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: April 11, 2023		Title: Amendment to the zoning ordinance, carriage house requirements	
Submitted By: Mike Franzak		Department: Planning	
Brief Summary: Staff initiated request to amend the form-based code section of the zoning ordinance to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.			
Detailed Summary & Background: Carriage houses are currently required to be two stories and have a minimum depth of 30 feet. The Planning Commission recommended approval of the amendments by a 6-1 vote at their March 16 meeting.			
Goal/Focus Area/Action Item Addressed: Economic Development, Housing and Business/ Diverse Housing Types/Increase Variety of Housing Types			
Amount Requested:		Amount Budgeted:	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: To approve the requested amendments to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☐	
For City Clerk Use Only: Commission Action:			

Planning Commission Packet Excerpt:

March 16, 2023

Hearing, Case 2023-07: Staff initiated request to amend the form-based code section of the zoning ordinance to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.

SUMMARY

1. A carriage house is an accessory structure that provides either a small residential unit or home office space behind the principal structure.
2. Carriage houses are allowed in Form Based Code, Urban Residential zones, but they are required to be at least two stories.
3. They are considered accessory structures and are only allowed on properties that have an existing house. Properties are only allowed to have one accessory structure, so a detached garage and a separate carriage house would not be allowed. You are allowed to have a carriage house unit above a detached garage.
4. The proposed amendment would allow carriage houses that are only one story tall, but still allowing for a two story maximum. It would essentially allow carriage houses without a garage beneath them. It would not allow for a separate carriage house and a detached garage.
5. Most existing garages in the City are only one story tall. The amendment would allow the conversion of these garages to carriage houses, as long as they meet all other zoning requirements.
6. The house and carriage house may not cover more than 50% of the property.
7. A carriage house may not have a larger footprint than the house.
8. The minimum size required for a carriage house is 375 sf.
9. The ordinance currently states that a carriage house cant exceed 36 feet in width and must be a minimum of 30 feet deep. Staff is also proposing to amend the minimum depth requirement to 20 feet. The current depth requirement is too large for someone that wants a small sized carriage house.

Existing Conforming Carriage Houses



Existing Legally, Non-Conforming Carriage Houses



Existing Ordinance

CONTEXT AREAS AND USE

SECTION 2005

2005.10 URBAN RESIDENTIAL (UR) CONTEXT AREA

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

BUILDING TYPE WITH FRONTAGE OPTION		URBAN RESIDENTIAL (UR) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT			
	with BALCONY			
	with TERRACE			
	with FORECOURT			
	with DRIVE-THROUGH			
RETAIL BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with DRIVE-THROUGH			
FLEX BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with FORECOURT			
	with DOORYARD			
COTTAGE RETAIL BUILDING TYPE	with STOREFRONT			
	with DOORYARD			
	with STOOP			
LIVE / WORK BUILDING TYPE	with STOREFRONT			
	with DOORYARD	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL			
	with STOOP	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Refer to the Building Type with specific frontage option in Section 2006 for buildings and frontages labeled as Conditional.

5.38

DOWNTOWN FORM BASED CODE CITY OF MUSKEGON

Proposed Amendment

CONTEXT AREAS AND USE

SECTION 2005

2005.10 URBAN RESIDENTIAL (UR) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES				
BUILDING TYPE WITH FRONTAGE OPTION		URBAN RESIDENTIAL (UR) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT			
	with BALCONY			
	with TERRACE			
	with FORECOURT			
	with DRIVE-THROUGH			
RETAIL BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with DRIVE-THROUGH			
FLEX BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with FORECOURT			
	with DOORYARD			
COTTAGE RETAIL BUILDING	with STOREFRONT			
	with DOORYARD			
	with STOOP			
LIVE / WORK BUILDING TYPE	with STOREFRONT			
	with DOORYARD	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL			
	with STOOP	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Area: 3000 SF min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Area: 3000 SF min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Area: 3000 SF min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story max. / 1 story min.	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006).
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Refer to the Building Type with specific frontage option in Section 2006 for buildings and frontages labeled as Conditional.

5.38

DOWNTOWN FORM BASED CODE CITY OF MUSKEGON

Existing Ordinance

BUILDING TYPE STANDARDS

SECTION 2006

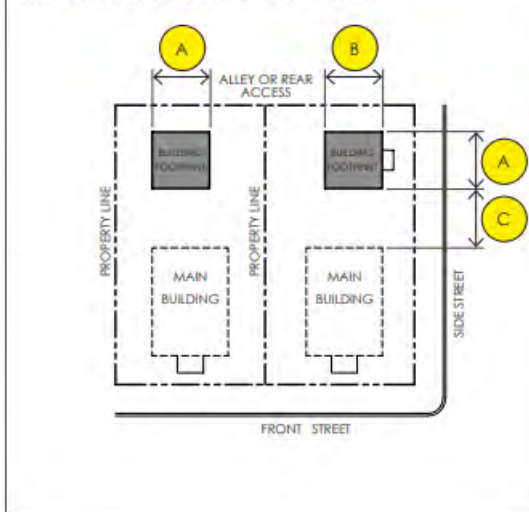
2006.18 CARRIAGE HOUSE BUILDING TYPE

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.110 for Building Type size and massing graphic representation.

- A. Building width (side facing street): 36 feet maximum.
- B. Building depth: **30 feet minimum.**
- C. Separation from main building: 10 feet minimum. Carriage house may be connected to the main building with an uninhabitable space such as a breezeway.
- D. Carriage House Building Type is only allowed on lots where the main building has a residential use and is one of the following building types:
 1. Small Multi-plex Building Type
 2. Live / Work Building Type
 3. Rowhouse Building Type
 4. Duplex Building Type
 5. Detached House Building Type
- E. Maximum site coverage: Lot coverage of carriage house shall be included in the lot coverage requirements of the main building.
- F. Building footprint shall not exceed the footprint of the main building on the lot.

ILLUSTRATION 6.110 BUILDING SIZE AND MASS



Proposed Amendment

BUILDING TYPE STANDARDS

SECTION 2006

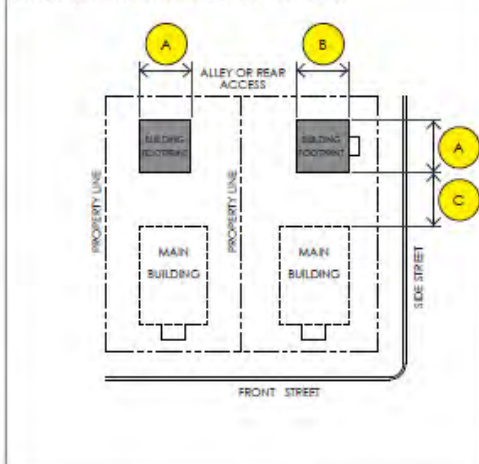
2006.18 CARRIAGE HOUSE BUILDING TYPE

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.110 for Building Type size and massing graphic representation.

- A. Building width (side facing street): 36 feet maximum.
- B. Building depth: **20 feet minimum.**
- C. Separation from main building: 10 feet minimum. Carriage house may be connected to the main building with an uninhabitable space such as a breezeway.
- D. Carriage House Building Type is only allowed on lots where the main building has a residential use and is one of the following building types:
 1. Small Multi-plex Building Type
 2. Live / Work Building Type
 3. Rowhouse Building Type
 4. Duplex Building Type
 5. Detached House Building Type
- E. Maximum site coverage: Lot coverage of carriage house shall be included in the lot coverage requirements of the main building.
- F. Building footprint shall not exceed the footprint of the main building on the lot.

ILLUSTRATION 6.110 BUILDING SIZE AND MASS



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the form based code section of the zoning ordinance to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Carriages houses shall be a minimum of one story and a maximum of two stories.

Carriage houses shall have a minimum depth of at least 20 feet.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 11th day of April 2023, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2022.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on April 11, 2023, the City Commission of the City of Muskegon adopted an ordinance to allow carriage houses with only a one-story minimum requirement and only a 20-foot depth requirement.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

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

Published _____, 2023.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354