City of Muskegon
City Commission Meeting
Agenda

February 14, 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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14. Adjournment

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 24, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the January 9, 2023 Worksession Meeting and the January 10, 2023 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

City of Muskegon

Work Session

Minutes

January 9, 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 Clerk Ann Meisch City Attorney John Schrier Deputy City Clerk Kimberly Young City Manager Jonathan Seyferth

1. Call to Order

Mayor Ken Johnson called the Worksession meeting to order at 5:30 p.m.

1.a <u>MIHAF (Michigan Homeowner Assistance Fund) - City Treasurer</u>

City Treasurer Sarah Wilson provided an overview of the State of Michigan Homeowner Assistance Fund Program.

The Homeowner Assistance Fund was established as part of the American Rescue Plan Act of 2021 (ARP). The State of Michigan received more than 242 million dollars, to be used to mitigate hardships associated with the coronavirus pandemic, including utility payments. The State created the Michigan Homeowner Assistance Fund (MIHAF) to provide these funds to eligible homeowners. The City Treasurer is requesting authorization to sign the attached documents to partner with MIHAF so that any eligible city residents can receive utility payment assistance.

The Michigan Homeowner Assistance Fund (MIHAF) is a statewide program that uses federal resources to provide financial assistance to homeowners who have fallen behind on homeownership-related expenses because of the COVID-19 Pandemic. It provides funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners through qualified expenses related to mortgages and housing. Eligibility criteria and eligible expenses are detailed on the attached documents. Participation in the program does not guarantee our residents will receive funding from this program; however, it does make them eligible to apply for funding. If we choose not to partner with MIHAF, our residents cannot apply for these funds to assist in paying their utility bills.

Discussion took place regarding the Homeowner Assistance Fund and this item will appear on the agenda for the Regular City Commission Meeting on January 10, 2023.

1.b ARPA Community Grant - Discussion Only - Development Services

Peter Wills, Director of Strategic Initiatives, provided an update to the City Commission on the work that has been done by the ARP Team which includes the City's Division Heads. The team is seeking feedback on the proposed "ARP Community Grant Program".

Seeking authorization to dedicate $2,000,000 from the City's remaining allocation of American Rescue Plan Act (ARPA) federal stimulus funds for the creation of an "ARP Community Grant" program.

The federal American Rescue Plan Act of 2021 (ARP), signed into law 3/11/21, provided $350 billion to eligible state, local, territorial, and tribal governments to support and meet the public health and economic needs of those impacted by the COVID-19 public health emergency in their communities as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionally impacted communities, resulting in more severe pandemic impacts. These funds are being made available through the federal Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

Of the approximately $6,180,000 from the City's remaining balance of federal ARP stimulus funds, $2,000,000 would be available to establish a **new city-sponsored ARP Community Grant program.**

Program to seek proposals from eligible 501(c)(3) nonprofit organizations and small businesses, located in the city limits. Grant funds intended to advance equity, strengthen the economic vitality of the city, and strengthen the quality of life for city residents. Proposals must meet the objectives of the ARPA program and be aligned with the City's Long Term Goals and strategic priorities.

Grant program details:

- Eligible applicants include: 501(c)(3) nonprofit organizations with up to $2 million in operating expenses & small businesses which meet the U.S. Small Business Administration's small business size standards.
- Grant funds to be used for costs incurred on or after March 3, 2021.
- Grant Applications available 2/1/23. Application deadline 3/1/23. Final recommendations announced to public by March 28, 2023.
- Grant awards in the range from $25,000 to 250,000. Fixed grant amounts only for: $25,000, $50,000, $75,000, $100,000, $150,000, $200,000 or $250,000. Cost share/matching funds not required.
- The number of grants will be limited by the budgeted amount.
- Proposed projects must be obligated/contracted by 12/31/24, and funds spent by 12/31/26.
- Applicants awarded grant funds will enter into a contractual agreement (SLFRF Beneficiary Agreement) with the city which outlines general obligations and reporting requirements.

Complete applications sent to ARP City Staff Review Committee (the Committee) for consideration. Committee ranks eligible applications and sends a list of recommended recipients and grant amounts to the City Commission for final approval. Commission reviews and approves selected recipient applications at a Regular Meeting of the Commission (3/28/23).

Discussion took place and some changes will be made to the program. This will be brought back to the Commission for final approval after updates are made.

1.c **ARPA Proposal for Park Improvements - Public Works**

Staff is proposing to invest a significant portion of the remaining ARP funding into a revision of the Parks & Recreation Master Plan and a resultant multi-year parks capital improvement program. Staff is proposing to dedicate roughly $4.5M of the remaining ARP funds towards Parks Capital Improvement projects to help fill the investment gap in the next few years. By combining a stream of ARP dollars with the existing dedicated revenue from Paid Parking ($400K Annual Average), the Convention Center Naming Rights ($150K Annual Average), and any obtainable grant funding we should be able to show what can be accomplished with a level of investment commensurate to our ambitions from the 2019 and 2022 plans.

Discussion took place regarding the ARP Proposal for Park Improvements.

2. **Public Comment**

Public comment was received.

3. **Closed Session - Pending Litigation - 22-002888-CZ - Rachel McMillan v City of Muskegon, Jeffery Lewis, and Jay Paulson**

No. 2023-01

To go into closed session to consult with our attorney regarding trial and settlement strategy concerning Rachel McMillan v City o Muskegon, Jeffery Lewis, and Jay Paulson, 14th Judicial Circuit Case No. 22-002888-CZ because a discussion in an open meeting would have a detrimental effect on the litigating or settlement position of the City of Muskegon.

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

Absent (1): Commissioner Ramsey

MOTION PASSES (6 to 0)

No. 2023-02

To go out of closed session.

MOTION PASSES

4. Closed Session - Pending Litigation-22-003962-CZ - West Michigan Mart Dock & Market Corporation v City of Muskegon

No. 2023-03

To go into closed session to consult with our attorney regarding trial and settlement strategy concerning West Michigan Dock & Market Corporation v City of Muskegon, 14th Judicial Circuit Case No. 22-003962-CZ because a discussion in an open meeting would have a detrimental effect on the litigating or settlement position of the City of Muskegon.

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

MOTION PASSES (7 to 0)

No. 2023-04

To go out of closed session.

MOTION PASSES

5. Adjournment

The Work Session meeting adjourned at 8:20 p.m.

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Ann Marie Meisch, MMC - City Clerk

City of Muskegon

City Commission Meeting

Minutes

January 10, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440

Present:	Mayor Ken Johnson Commissioner Rachel Gorman Commissioner Rebecca St.Clair Vice Mayor Willie German, Jr. Commissioner Michael Ramsey Commissioner Teresa Emory
Absent:	Commissioner Eric Hood
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, January 10, 2023.

2. Prayer

Pastor Jeff Helbert from Grace Memorial Baptist Church 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 **Audit Presentation - ACFR**

Eric VanDop, Brickley DeLong, presented information to the commission regarding the Annual Comprehensive Financial Report for Fiscal Year 2022.

5.b **Muskegon Bicycling Coalition**

Raymond McLeod and other members from the Muskegon County Bicycling Coalition presented the Commission with a gift in appreciation of the strides made over the past few years with regard to keeping in mind walkers, bikers, those that use mass transit, etc., in their decision making.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-05

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

To accept the consent agenda as presented, minus item D, F, G, H, I, N, O & P.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.a **Approval of Minutes - City Clerk**

To approve the minutes of the November 22, 2022 Regular Meeting, December 12, 2022 Worksession, and December 13, 2022 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.b **Lakeshore Creative Services, LLC - City Clerk**

Lakeshore Creative Services, LLC agreement has expired and needs to be renewed. Staff recommends to approve a two-year agreement and increase the payment of televised meetings from $400 to $450 each.

STAFF RECOMMENDATION: To approve the two-year agreement with Lakeshore Creative Services, LLC for $450 per televised meeting.

7.c **Transmittal of 6/30/22 Annual Comprehensive Financial Report - Finance**

The City's June 30, 2022 Annual Comprehensive Financial Report (ACFR) will be distributed to the City Commissioners via email and hard copy. The ACFR will also be available on the City's website. The ACFR includes the annual independent auditor's report as required by state law. At this time the ACFR is being formally transmitted to the City Commission. The ACFR has been prepared in accordance with all current Governmental Accounting Standards Board (GASB) pronouncements and also includes the single audit of federal grants received by the City. CAFR2022.pdf (muskegon-mi.gov)

STAFF RECOMMENDATION: To accept the June 30, 2022 ACFR and authorize staff to transmit the ACFR to appropriate Federal, State and private agencies.

7.e **Leads Online - Public Safety**

Electronic reporting for Pawn Shops, secondhand dealers and precious Metaugem dealers. The purpose of Leads Online is to improve the system of reporting to law enforcement officials all items collected by pawn brokers, secondhand dealers and precious metal/gem dealers for the purpose of aiding law enforcement in locating and retrieving stolen property. Leads Online has nationwide search capabilities, and email notification when suspects are active nationwide for National pawn, scrap, jewelry, firearms, consignment, cell phone re-sale access and online sales such as Ebay and Offerup. Leads Online has the ability to track suspect sales activity across the country, access to over 20,000 businesses reporting and free software, training, and support for local businesses. Currently the city has no means to collect or view reported data.

FUND OR ACCOUNT: 101-301-861

STAFF RECOMMENDATION: To approve the Police Department to acquire this 3-year contract with Leads Online program.

7.j **CLG Grant Application - Public Works**

Staff is seeking Commission approvals for a grant application related to conservation work at Hackley Park.

Staff has prepared a grant application to the State Historic Preservation Office (SHPO) through their Certified Local Government (CLG) program for funds to complete recommended conservation work at the five (5) sculptures within Hackley Park. The grant submittal package requires a commitment of matching funds and a resolution of support. Both are attached along with the conservators report that highlights the proposed work.

Staff is seeking $62,440 in grant funds to cover the cost of identified conservation work at the monuments and proposing to match the grant application with an estimated $15,000 in cash expenses for equipment rental. If awarded for funding the work would be completed during the Fall of 2023. Grant applications are due on February 1st, 2023. Funds would be budgeted in 23/24 budget cycle if the grant is awarded with the proposed cash contribution coming from the General Fund line item for Public Art Maintenance.

As noted in the Conservators Report we plan to also contract for work to be completed on the McKinley Statue and the Kearny Statue as they are of similar age and condition. These two structures are ineligible for grant funding (McKinley is privately owned, and Kearny is outside the designated historic district boundary). The owners of the McKinley statue are aware of this and have agreed to participate in the cost for that piece, the cost for the work at Kearny will be a city responsibility but is ineligible to count towards the match.

AMOUNT REQUESTED: 23/24 - $96,520 ($77,440 Grant Eligible)

AMOUNT BUDGETED: 23/24 - $96,520 ($77,440 Grant Eligible)

FUND OR ACCOUNT: 101-901-801-092120

STAFF RECOMMENDATION: To approve the grant application to the CLG program and authorize the Clerk to sign the Commitment of Matching Funds and Resolution of Support.

7.k **<u>Treasury Office Fire Doors - Public Works</u>**

Staff is seeking Commission approval to award replacement of the fire doors at the Treasury Desk.

The existing fire safety doors at the Treasury Department that automatically deploy in the event of a fire alarm are currently non-functional and in need of replacement. These doors are a building code requirement for compliance and need to be replaced. Staff solicited bids for the project and bids were received as follows and attached:

- Overhead Door - $45,626.00
- Firefighter Sales and Service - $60,000.00
- Garage Door Specialist – Did Not Bid
- Quality Door – Did Not Bid

Staff estimates the need to expend an additional $8,000 to complete the miscellaneous items that are not included in the original bid. These items will be procured at the staff level in accordance with the applicable provisions of the City Purchasing Policy. This item was anticipated in the 22/23 budget cycle and funds will be drawn from the original budget line item 101-801-901-092109

AMOUNT REQUESTED: $45,626.00

AMOUNT BUDGETED: $60,000.00

FUND OR ACCOUNT: 101-801-901-092109

STAFF RECOMMENDATION: To approve the low bid from Overhead Door in the amount of $45,626.00 for the replacement of the Treasury Department Fire Doors.

7.l **<u>Dollar General Utility Easement - Public Works</u>**

Staff is seeking Commission approval for a utility easement within 381 E. Laketon Avenue, where a soon-to-be rebuilt Dollar General store is making site changes. Staff requested and the developer provided a utility easement document for rights across the rear parking lot of 381 Laketon Avenue, which is being rebuilt as a Dollar General store. The easement documents and related sketches are included in the packet. The easement will formalize property and maintenance rights for a long-standing sanitary sewer and storm sewer corridor (in a former alley).

STAFF RECOMMENDATION: To approve the public utility easement agreement at 381 E. Laketon Avenue and authorize the Clerk to sign on the City's behalf.

7.m **<u>Street Vacation - Portion of Viridian Drive, East of Terrace Street - Planning</u>**

Staff initiated request to vacate a portion of Viridian Dr, east of Terrace St.

The portion of the street was vacated in January 2021. However, the legal description of the street vacation was not accurate and we have been advised by our legal counsel to redo the process with a more defined legal description.

The Planning Commission unanimously recommended vacation of the streets at their December meeting.

STAFF RECOMMENDATION: To approve the request to vacate a portion of Viridian Drive, east of Terrace Street as described.

7.d **<u>Michigan Homeowner Assistance Fund (MIHAF) Application - City Treasurer</u>**

The Homeowner Assistance Fund was established as part of the American Rescue Plan Act of 2021 (ARP). The State of Michigan received more than 242 million dollars, to be used to mitigate hardships associated with the coronavirus pandemic, including utility payments. The State created the Michigan Homeowner Assistance Fund (MIHAF) to provide these funds to eligible homeowners. The City Treasurer is requesting authorization to sign the attached documents to partner with MIHAF so that any eligible city residents can receive utility payment assistance.

The Michigan Homeowner Assistance Fund (MIHAF) is a statewide program that uses federal resources to provide financial assistance to homeowners who have fallen behind on homeownership-related expenses because of the COVID-19 Pandemic. It provides funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners through qualified expenses related to mortgages and housing. Eligibility criteria and eligible expenses are detailed on the attached documents.

Participation in the program does not guarantee our residents will receive funding from this program; however, it does make them eligible to apply for funding. If we choose not to partner with MIHAF, our residents cannot apply for these funds to assist in paying their utility bills.

STAFF RECOMMENDATION: To authorize the City Treasurer to sign all necessary documents to partner with the Michigan Homeowner Assistance Fund so that the City will be eligible to receive assistance payments made on behalf of eligible utility customers.

Action No. 2023-06

Motion by: Commissioner Ramsey
Second by: Vice Mayor German

To authorize the City Treasurer to sign all necessary documents to partner with the Michigan Homeowner Assistance Fund so that the City will be eligible to receive assistance payments made on behalf of eligible utility customers.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.f **<u>Towing Agreement - Public Safety</u>**

2023 Towing Contract, Ramos Towing, 2-year contact. Bids were submitted to the Clerks office on December 13, 2022 with several bidders. Towing to facility $80.00, Storage fee per day $30.00.

STAFF RECOMMENDATION: To award the 2023 Towing Contract to Ramos Towing and authorize the Mayor and Clerk to sign.

Action No. 2023-07

Motion by: Commissioner Emory
Second by: Commissioner Gorman

To award the 2023 Towing Contract to Ramos Towing and authorize the Mayor and Clerk to sign.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.g Janitorial Contract - Arena

Seeking approval of a Janitorial contract with Goodwill Industries to provide service to Trinity Health Arena. Staff is seeking the approval of the amendment to the current City Janitorial Contract with Goodwill Industries - West Michigan to include Trinity Health Arena. Goodwill Industries - West Michigan was recently approved for a one year extension to their current contract with the City of Muskegon to include DPW and City Hall.

AMOUNT REQUESTED: $1,080 (60 Events)

STAFF RECOMMENDATION: To authorize staff to add Trinity Health Arena to the amended City janitorial contract (Goodwill Industries - West Michigan) which was approved in 2020.

Action No. 2023-08

Motion by: Commissioner Ramsey
Second by: Commissioner Gorman

To authorize staff to add Trinity Health Arena to the amended City janitorial contract (Goodwill Industries - West Michigan) which was approved in 2020.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.h Boys & Girls Club Agreement - Public Works

Staff is proposing to extend the staffing agreement with Boys and Girls Club through calendar year 2023. Boys and Girls Club provided staffing to assist with our seasonal staffing needs during the 2022 calendar year, which was viewed positively by both parties. The original agreement was approved at the April 12th, 2022 Commission Meeting and included a clause that allowed for extension if approved by both parties. Staff is seeking commission approval for the extension.

AMOUNT REQUESTED: $40,000

AMOUNT BUDGETED: $40,000

FUND OR ACCOUNT: 101-770-801

STAFF RECOMMENDATION: To approve the extension of the staffing contract with Boys and Girls Club and authorize the Mayor and Clerk to sign.

Action No. 2023-09

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

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.i **Community EnCompass Agreement - Public Works**

Staff is seeking Commission approval to extend the staffing agreement with Community EnCompass through calendar year 2023. Staff is proposing to extend the staffing agreement with Community EnCompass through calendar year 2023. Community EnCompass provided staffing to assist with our seasonal staffing needs during the 2022 calendar year, which was viewed positively by both parties. The original agreement was approved at the April 12th, 2022 Commission Meeting and included a clause that allowed for extension if approved by both parties. Staff is seeking commission approval for the extension.

AMOUNT REQUESTED: $21,000

AMOUNT BUDGETED: $21,000

FUND OR ACCOUNT: 101-770-801

STAFF RECOMMENDATION: To approve the extension of the staffing contract with Community EnCompass and authorize the Mayor and Clerk to sign.

Action No. 2023-10

Motion by: Commissioner Ramsey
Second by: Commissioner Emory

To approve the extension of the staffing contract with Community EnCompass and authorize the Mayor and Clerk to sign.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.n Sale of 1320 Spring Street - City Manager

Staff is requesting approval of a purchase agreement for 1320 Spring Street.

1320 Spring Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is $2,580 over asking price and is contingent on the sale of the buyer's current home. The earnest money deposit was increased because the offer is contingent. There are no seller concessions.

The home will serve as a model home until mid-March.

STAFF RECOMMENDATION: To approve the purchase agreement for 1320 Spring Street and authorize the City Manager Jonathan Seyferth or Deputy City Manager LeighAnn Mikesell to sign.

Action No. 2023-11

Motion by: Commissioner Emory
Second by: Vice Mayor German

To approve the purchase agreement for 1320 Spring Street and authorize the City Manager Jonathan Seyferth or Deputy City Manager LeighAnn Mikesell to sign.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

7.o Sale of 750 Leonard Avenue - City Manager

Staff is requesting approval of a purchase agreement for 750 Leonard Avenue. 750 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.

STAFF RECOMMENDATION: To approve the purchase agreement for 750 Leonard Avenue and authorize the City Manager Jonathan Seyferth or Deputy City Manager LeighAnn Mikesell to sign.

7.p Sale of 1499 Hoyt Street - City Manager

Staff is requesting approval of a new purchase agreement for 1499 Hoyt Street.

1499 Hoyt Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. With seller concessions, the offer equates to the list price.

An earlier agreement has been rescinded.

STAFF RECOMMENDATION: To approve the purchase agreement for 1499 Hoyt Street and authorize the City Manager Jonathan Seyferth or Deputy City Manager LeighAnn Mikesell to sign.

Action No. 2023-12

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

To approve the purchase agreement for 750 Leonard Avenue **and** 1499 Hoyt Street and authorize the City Manager Jonathan Seyferth or Deputy City Manager LeighAnn Mikesell to sign.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

8. Public Hearings

8.a **<u>Brownfield Plan Amendment, 1st Amendment, Adelaide Pointe QOZB, LLC</u>**

Approval for Brownfield Plan Amendment,1st Amendment for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project-----) and to consider the attached resolution.

Adelaide Pointe QOZB, LLC is seeking a Brownfield Plan Amendment (1st 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. The initial Brownfield Plan Amendment was approved by the BRA on Oct 12, 2021 and City Commission on Oct 26, 2021.

In Dec. 2020, the developer's environmental consultant (Fishbeck) completed a Phase II Environmental Site Assessment (ESA) and a Baseline Environmental Assessment. This plan includes $12,404,400 in total EGLE and non-environmental local only eligible costs as well as $24,379,064 in total MSF eligible costs. The developer is seeking to add state school tax capture for reimbursement of costs related to Michigan Strategic Fund (MSF) eligible activities during the first three immediate phases of redevelopment.

The City proposed to use a bond proceed of $8,101,388 to pay eligible site preparation and public infrastructure costs that include public roadways, a reconfiguration of West Western Ave, as well as a water main, sanitary sewer and storm sewer utilities. The local-only EGLE eligible costs are $3,250,000 which include due care activities - $500,000 vapor intrusion mitigation, $1,500,000 soil capping, $250,000 dewatering and $1,000,000 for the dredging and removal of soil contaminants. Local-only MSF eligible costs are $5,810,000 which include $500,000 demolition, $250,000 asbestos abatement, $3,160,000 site preparation.

Capture of tax increment revenues for City reimbursement is anticipated to commence in 2023 and end in 2031. Developer reimbursement will follow with an estimated start date of 2023. The anticipated end date for Developer reimbursement is 2046. It is projected that the Plan Amendment will extend 29 years, which assumes five years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

The contingency percentage, interest request, and the annual administrative fee will remain the same as previously stated on Oct. 26, 2021 during the scheduled City Commission meeting approving the initial Brownfield Plan Amendment. The interest is included for all accrued and unreimbursed eligible activities on a yearly basis. The BRA approved the revised BPA on Dec. 13, 2022 and recommends the approval of the BPA by the Muskegon City Commission on Jan. 10, 2022. The Muskegon City Commission and BRA approved the Brownfield Development & Reimbursement Agreement, on Dec. 13, 2022. A signed copy from the Muskegon City Commission was not able to be secured by the submission date for the 1/10 City Commission meeting. Staff will be sure to send the signed DRA to the city clerk once the document is available.

STAFF RECOMMENDATION: To close the public hearing and to approve the resolution for the Brownfield Plan Amendment, 1st Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

Contessa Hood, Development Analyst, presented information to the Commissioners.

Public Hearing Commenced: Jamie Cross, there will be changes to the development - reducing slips to 215 from 280, acreage reduced as well. Going to planning commission along with several others. Several factors are being reduced.

Planning and Economic Development Director, Jake Eckholm, spoke regarding some of the changes that are being made to the Adelaide Pointe plan.

Action No. 2023-13

Motion by: Commissioner Ramsey
Second by: Commissioner Emory

To close the public hearing and to approve the resolution for the Brownfield Plan Amendment, 1st Amendment for the Adelaide Pointe Project authorizing the Mayor and City Clerk to sign.

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

Absent (1): Commissioner Hood

MOTION PASSES (6 to 0)

9. Unfinished Business

10. New Business

11. Any Other Business

Commissioner Gorman spoke about a joint meeting held with Muskegon Public Schools last year, one of the follow up items was to provide city updates to MPS to add to the Muskegon Mirror Publication. Thank you to Deputy Manager LeighAnn Mikesell for following up to make sure that happened.

Commissioner Ramsey asked the Clerk to inform on changes seen with the agenda and packets. The Clerk's Office is in the process of onboarding a new software program for agendas and minutes which will include the ability easily search and watch specific portions of the meeting.

Commissioner Emory previously asked the Clerk to forward MML Code of Ethics and another link from the State, she would like for this commission to adopt a "Code of Ethics". Mayor Johnson indicated that this can be brought to a Legislative Policy Meeting, possibly in February.

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 7:13 p.m.

____

Ann Marie Meisch, MMC – City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Non-Profit Recognition
Submitted By: Ann Meisch, Clerk	Department: City Clerk

Brief Summary: AgeWell Services is requesting recognition as a non-profit in the City of Muskegon for the purpose of obtaining charitable gaming licenses for raffles.

Detailed Summary & Background:

Goal/Focus Area/Action Item Addressed:

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

Recommended Motion: To approve the request from AgeWell Services to be recognized as a non-profit in the City of Muskegon and approve the Local Governing Body Resolution for Charitable Gaming Licenses.

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

For City Clerk Use Only:

Commission Action:

275 W. Clay Ave., Suite 100, Muskegon, MI 49440
PH 231-755-0434 www.agewellservices.org

January 9, 2023

City of Muskegon Clerk's Office
Ann Meisch, City Clerk
City Hall, 1st Fl
933 Terrace St
Muskegon, MI 49440

Dear Ann,

AgeWell Services of West Michigan (AgeWell Services), a 501(c)3 nonprofit, is seeking organization qualification by the State of Michigan Charitable Gaming Division to hold raffle licenses. To qualify as a local civic organization, the State of Michigan Charitable Gaming Division requires a resolution by our local body of government our administration building resides in stating that AgeWell Services is a recognized nonprofit organization in the community. Once qualified, we will be able to obtain charitable gaming raffle licenses from the State of Michigan Charitable Gaming Division for fundraisers held by AgeWell Services.

We are requesting a large raffle license for our 2023 Heels for Meals & More event. We are still deciding the prize values, but the total prizes will be over $500 in value. The event is from 6 – 11 p.m. on Saturday, April 22, 2023 at Trillium Event Center in Spring Lake, MI. All funds raised at the event will support AgeWell Services programs in Muskegon, Oceana and Ottawa counties of West Michigan. Programs include Meals on Wheels, Lunch & Activity Centers, Senior Medical Transportation, Wellness and Fitness, Discount Dining and SafeSeniors.

Please refer to this letter, the attached resolution form from the State of Michigan Charitable Gaming Division and a check for $75 made out to the City of Muskegon. If you have any questions, please don't hesitate to reach out to Jennifer Jordan, Grants and Contracts Senior Manager, by email at jennifer@agewellservices.org or by phone at (231) 733-8635.

Thank you for your help in qualifying to be able to obtain charitable gaming raffle licenses.

Warmly,

Kris Collee
Executive Director
AgeWell Services of West Michigan

Jenny Jordan

Jennifer Jordan
Grants and Contracts Sr Mngr
AgeWell Services of West Michigan

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a ______________________ meeting of the ______________________
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by ______________________ on ______________________
DATE

at ____________ a.m./p.m. the following resolution was offered:
TIME

Moved by ______________________ and supported by ______________________

that the request from ______________________ of ______________________,
NAME OF ORGANIZATION — CITY

county of ______________________, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for ______________________.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	________	Yeas:	________
Nays:	________	Nays:	________
Absent:	________	Absent:	________

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on ______________________.
DATE

SIGNED: ______________________
TOWNSHIP, CITY, OR VILLAGE CLERK

____
PRINTED NAME AND TITLE

____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Use of DMDC Property Downtown Muskegon
Submitted By: Ann Meisch	Department: City Clerk's Office

Brief Summary: The DMDC has been paying taxes and upkeep for many years on several lots currently being used by the City or for parking by the general public in downtown. The DMDC is requesting a payment of $25,500 to assist with paying those expenses.

Detailed Summary & Background: The DMDC is currently paying for the upkeep of 387 Morris Avenue, 401 Morris, 351 W. Western, 325 W. Western, 307 W. Western, 299 W. Western, 295 W. Western, and 292 W. Western. The attached spreadsheet indicates an estimated cost that is over $25,000 annually. The DMDC has approached the City asking if we could assist in paying these funds.

Goal/Focus Area/Action Item Addressed: Action 2022-2 of Economic Development, Housing, and Business by offering property to 17 micro businesses as well as parking for several businesses throughout the downtown.

Amount Requested: $25,500	Amount Budgeted: $5,000 from Western Market Budget
Fund(s) or Account(s): $12,000 from Western Market Fund $13,500 from Public Improvement Fund	Fund(s) or Account(s): 252-807-801 445-807-801

Recommended Motion: To authorize a payment of $25,500 to the DMDC for the use of the property.

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

For City Clerk Use Only:

Commission Action:

13431877470,,,03b_2021-2022 Property Costs Detail for DMDC 5.24.22 (006)
Aug 2021 - Feb 2022

Date	Num	Unit	Address	Amount	Total/Year			
08/14/2021	2021 Summer Tax	Unit 01	387 Morris Ave, lot behind Century Club	546.43			markup	
01/15/2022	2021 Winter Tax	**Unit 01**	**387 Morris Ave, lot behind Century Club**	**4,410.56**	**4,956.99**		5,948.39	community parking lot
08/14/2021	2021 Summer Tax	Unit 02	401 Morris Ave, lot behind Chamber	542.90			-	
01/15/2022	2021 Winter Tax	**Unit 02**	**401 Morris Ave, lot behind Chamber**	**4,360.15**	**4,903.05**		5,883.66	community parking lot
08/14/2021	2021 Summer Tax	Unit 07A	351 W Western Ave, 1/3 Lakeview Lofts property	140.77			-	
01/15/2022	2021 Winter Tax	**Unit 07A**	**351 W Western Ave, 1/3 Lakeview Lofts property**	**1,212.06**	**1,352.83**		1,623.40	social sandbox
08/14/2021	2021 Summer Tax	Unit 12	325 W Western Ave, Western Markets	179.79			13,455.44	total
01/15/2022	2021 Winter Tax	**Unit 12**	**325 W Western Ave, Western Markets**	**1,437.49**	**1,617.28**			
08/14/2021	2021 Summer Tax	Unit 13	307 W Western Ave, Western Markets	420.87				
01/15/2022	2021 Winter Tax	**Unit 13**	**307 W Western Ave, Western Markets**	**3,195.75**	**3,616.62**			
08/14/2021	2021 Summer Tax	Unit 14	299 W Western Ave, Western Markets	176.05				
01/15/2022	2021 Winter Tax	**Unit 14**	**299 W Western Ave, Western Markets**	**1,455.93**	**1,631.98**			
08/14/2021	2021 Summer Tax	Unit 15	295 W Western Ave, Western Markets	129.54				
01/15/2022	2021 Winter Tax	**Unit 15**	**295 W Western Ave, Western Markets**	**1,251.14**	**1,380.68**	**8,246.56**		
08/14/2021	2021 Summer Tax	Unit 24B	292 W Western Ave, 2/3 lot	494.61				
01/15/2022	2021 Winter Tax	Unit 24B	292 W Western Ave, 2/3 lot	4,477.24				
01/15/2022	2021 Winter Tax	**Unit 24 BID**	**292 W Western Ave, BID & LED Light**	**1,168.83**	**6,140.68**			
				25,600.11				
				25,600.11	**25,600.11**			
		NOTES:	**2021 Parking Lots and Promenade electricity from Consumers Energy**	**1,683.32**		2,019.98	marked up 20%	
			2021 Western Markets property taxes	**8,246.56**		9,895.87	marked up 20%	
			Total Cost to City	**$ 9,929.88**		11,915.86	marked up 20%	
			Proposed Rent Charges to City for 2022	**$ 10,000.00**		12,000.00	marked up 20%	
			Total dollars requested from the City of Muskegon			25,455.44		
			rounded up total to request			$25,500		

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Taste of Muskegon Liquor License
Submitted By: Ann Marie Meisch	Department: Clerk
Brief Summary: The Muskegon City Clerk's Office is seeking commission approval to apply for a special liquor license for beer, wine and spirit service for the Taste of Muskegon being held in Hackley Park on Friday, June 9, 2023 and Saturday, June 10, 2023.	
Detailed Summary:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To authorize the City Clerk's office to apply for a special liquor license for the Taste of Muskegon.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Voting Precincts
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: Muskegon Public Schools is currently renovating many of their buildings. Several of these buildings are currently precincts. The City Clerk's Office requests to move those precincts to accommodate the renovations.

Detailed Summary & Background: We have searched for new locations for precincts that must move before renovations begin and before the 2024 Election cycle. After careful consideration and visiting the buildings, we recommend to move Precincts 3 and 4 from Muskegon Middle School to Central Assembly of God, 896 Home Street in their gym, move Precinct 2 from Marquette Elementary to Bethesda Baptist Church, 575 S. Getty, and move Precinct 11, from Glenside Elementary to Celebration Community, 1260 W. Sherman. Each location has received permission to offer us the locations and we would pay $500 each as we currently pay Lakeside Baptist Church for their time to open the building early in the morning, the use of their tables and facilities, and closing late into the evening.

Goal/Focus Area/Action Item Addressed: Item 2022-3.2 Increase education and outreach to voters.

Amount Requested: $500 per location for each Election	Amount Budgeted: $0
Fund(s) or Account(s): Elections	Fund(s) or Account(s): 101-215-801

Recommended Motion: To authorize the movement of Precincts 3 and 4 from Muskegon Middle School to Central Assembly of God, 896 Home Street, move Precinct 2 from Marquette Elementary to Bethesda Baptist Church, 575 S. Getty, and move Precinct 11, from Glenside Elementary to Celebration Community, 1260 W. Sherman.

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

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

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: February 14, 2023	Title: FY23 Municipal Senior Millage Funding
Submitted By: Sharonda Carson	Department: CNS

Brief Summary: To approve allocations of the Municipal Senior Millage funding to city programs geared toward citizens who are 60 years of age, or older.

Detailed Summary & Background:

An allocation of $101,234.00 from the county of Muskegon FY23 Municipal Senior Millage funding is budgeted for the following programs;
Power of Produce (Farmer's Market) - $ 19,700
Senior Fresh- $300
Home Repairs (CNS) - $ 81,234

Goal/Focus Area/Action Item Addressed:

Refer to the 2022-2027 Long Term Goals document.

Amount Requested:	Amount Budgeted: *Contact Finance if your item does not fit into the current budget.*
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the budget proposed for City of Muskegon programs utilizing FY23 Municipal Senior Millage Funds from the County of Muskegon.

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

For City Clerk Use Only:

Commission Action:

Public Health – Muskegon County • 209 E Apple Ave • Muskegon, MI 49442
Main: 231.724.6246 • Fax: 231.724.6674 • **www.muskegonhealth.net**

DATE: Wednesday January 18, 2023

TO: Municipalities

RE: FY23 Municipal Senior Millage Funding

On January 17, 2023 the County Board of Commissioners approved the senior millage municipal allocation for FY23 (HS23/01-05). Attached you will find the Allocation Summary and Distribution Table for the FY23 Municipal Senior Millage funding.

The U.S. Census Bureau, 2020 American Community Survey information at the municipality level is not available yet. Therefore, the county has adjusted the allocation to hold harmless the municipalities that may have received less. This ensures the municipalities can still coordinate and provide services, programs and/or activities for seniors in their jurisdiction similar to what was previously provided.

To accept this funding, you must present a 1-2 page plan approved by your governing entity (Council or Board) and endorsed by the jurisdictional County Commissioner(s). If your FY23 plan is a continuation of FY22 activities, please note that in the email.

Please send communications and related documentation (plans, reports, requests, etc.) to:

MuskegonSeniorMillage@co.muskegon.mi.us

We understand that some names and contact information for municipalities may have changed. If you are not the primary contact for this funding, please send us the updated information.

Thank you.

Kathy Moore

Kathy Moore, Public Health Director

Municipal Allocation Summary

The Muskegon County Board of Commissioners approved allocating up to 25% of the annual senior millage funds to local municipalities (2019-427) to coordinate and provide services, programs, and/or activities for seniors in their jurisdictions. The funding formula includes a $3,500 base for each municipality plus a pro-rated amount based on the population of seniors in the jurisdiction. Municipalities are encouraged to leverage funds and minimize duplication by working with categorical grantees and/or each other.

Key points:

- 100% optional – submit an annual plan/budget to "opt in" each year.
- It does not prohibit or limit municipalities from applying for and receiving funding via the grant process.
- Municipalities must submit a 1 - 2 page plan approved by the governing entity & endorsed by the jurisdictional County Commissioner.
- Funding will follow the County fiscal year October 1, 2022 – September 30, 2023.
- Quarterly reports required *(financial and participant demographics)* – monthly reports encouraged.
- Please forward all related correspondence to: MuskegonSeniorMillage@co.muskegon.mi.us
- Advance, partial, interim and/or final allocation payments will be processed upon receipt of written request along with required/appropriate documentation.

Population to be served:

1. All persons 60 years of age or older or their caregivers who meet the criteria established for services shall be eligible for any or all services with priority given to meeting the needs of persons with the greatest economic or social need, giving particular attention to low-income, minority individuals.
2. Residents or occupants of Muskegon County (permanent, temporary, or transitional).
3. The Sub-Contractor shall not refuse to provide services to any eligible persons 60 years of age and older because of race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, arrest record, or handicap pursuant to Title VI of the Civil Rights Act of 1964, amended 1973; and the Elliott-Larsen Civil Rights Act, 1976 P.A. 453, Section 209. The Sub-Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Michigan Handicappers Civil Rights Act, 1976 P.A. 220, and Section 504 of the Federal Rehabilitation Act of 1973, D.L. 93-112, 87 Stat. 394, and the Americans with Disabilities Act, 1990 P.A. 101-336.
4. Further, the Sub-Contractor shall comply with all other federal, state, or local laws, regulations, standards, and any amendments thereto, as they apply to the performance of this contract.

Correspondence:

All communications and related documentation (plans, reports, requests, etc.) should be sent to:
MuskegonSeniorMillage@co.muskegon.mi.us

MUSKEGON COUNTY SENIOR MILLAGE
FY23 Municipal Distribution Table

Municipality	Total Funding	County Commissioner
Blue Lake Township	**$11,396**	Cyr
Casnovia Township	**$11,071**	Lahring
Casnovia Village	**$4,462**	Lahring
Cedar CreekTownship	**$14,636**	Lahring
Dalton Township	**$28,732**	Cyr
Egelston Township	**$32,101**	Cook
Fruitland Township	**$26,825**	Cyr
Fuitport Village	**$7,489**	Hazekamp
Fruitport Charter Township	**$49,331**	Hazekamp
Holton Township	**$11,665**	Lahring
Laketon Township	**$31,750**	Cook
Lakewood Club Township	**$6,459**	Cyr
Montague City	**$12,215**	Cyr
Montague Township	**$9,665**	Cyr
Moorland Township	**$7,875**	Lahring
Muskegon City	**$101,234**	Hovey-Wright, **Nash**, Cook, Paige
Muskegon Charter Township	**$57,730**	Nash
Muskegon Heights City	**$30,545**	Paige
North Muskegon City	**$18,578**	Cook
Norton Shores City	**$93,326**	Hazekamp, Paige, **Hovey-Wright**
Ravenna Township	**$10,716**	Lahring
Ravenna Village	**$6,600**	Lahring
Roosevelt Park City	**$15,489**	Hovey-Wright
Sullivan Township	**$12,780**	Hazekamp
White River Township	**$10,343**	Cyr
Whitehall City	**$14,753**	Cyr
Whitehall Township	**$10,600**	Cyr
Total Distribution	**$648,366**	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Sale of 1334 Pine Street
Submitted By: LeighAnn Mikesell	Department: City Manager's Office
Brief Summary: Staff is requesting approval of a new purchase agreement for 1334 Pine Street.	
Detailed Summary & Background: 1334 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The previous offer has been terminated through a mutual release. This new offer is for the full listing price and is not contingent upon the sale of the buyer's current home.	
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 1334 Pine Street.	
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

#_ 1

DATE: 01/23/2023 , _________ (time) MLS #_ 22050736

SELLING OFFICE: West Urban Realty BROKER LIC.#: 6506015435 REALTOR® PHONE: 1-320-241-9481

LISTING OFFICE: West Urban Realty REALTOR® PHONE: 6506015435

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: David Vega Email: david.vega@westurbanrealtmi Lic.#: 6501446077

   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: new construction
   ☐ 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) 1334 Pine Street, Muskegon, MI 49442
   with the following legal description and tax parcel ID numbers:
   24-205-264-0004-00
   CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 & SE 1/2 LOT 3 BLK 264 EXC ELY 12 FT FOR ALLEY

   PP#__________.

   The following paragraph applies only if the Premises include unplatted land:
   Seller agrees to grant Buyer at closing the right to make (insert number) na 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 $ $175,000
   one hundred seventy-five thousand U.S. Dollars

7. **Seller Concessions,** if any: $5100

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 FHA type 30 (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed ______% 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 5 days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed $ na representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

CS CS Buyer's Initials LM 01/23/23 6:03 PM EST dotloop verified Seller's Initials

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 ________ on or before ________. 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:**
microwave, dishwasher

but does not include:

1334 Pine Street, Muskegon, MI 49442 — Subject Property Address/Description | 01/23/2023 — Date | Time

CS CS CS Buyer's Initials | LM 01/23/23 6:03 PM EST dotloop verified | 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 5 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 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:

Buyer will use Transnation Title

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:

Seller to provide builder survey

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:

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 02/28/2023. 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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CS Buyer's Initials LM 01/23/23 6:03 PM EST dotloop verified Seller's Initials will have the privilege to occupy the Property and hereby agrees to pay Buyer $ na 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 $____________ 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 01/23/2023 (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 $ $1000 shall be submitted to Transnation 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

1334 Pine Street, Muskegon, MI 49442 — Subject Property Address/Description | 01/23/2023 — Date | Time

CS Buyer's Initials | LM 01/23/23 6:03 PM EST dotloop verified Seller's Initials communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

31. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address 1283 4th St, Muskegon, MI 49441 X C. Simmons **Buyer**

Buyer 1 Phone: (Res.) 365-13-2272 (Bus.) ______ Cassandra Simmons

Print name as you want it to appear on documents.

Buyer 2 Address ______ X ______ **Buyer**

Buyer 2 Phone: (Res.) ______ (Bus.) ______

Print name as you want it to appear on documents.

32. **Seller's Response:** The above offer is approved: ☑ As written. ☐ As written except:

Counteroffer, if any, expires ______, at ______ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

33. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated ______ (choose one): ☐ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

34. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

35. **Listing Office Address:** 3265 Walker Ave, Suite D, Grand Rapids, MI 49544 Listing Broker License # 6506015435

Listing Agent Name: Mariana Murillo VanDam Listing Agent License # 6506015435

36. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): LeighAnn Mikesell dotloop verified 01/23/23 6:03 PM EST SB9L-SE7W-KQOT-9XSY

Is Seller a U.S. Citizen or Resident Alien? ☑ Yes ☐ No*

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): ______

Is Seller a U.S. Citizen or Resident Alien? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

Seller's Address: ______ Seller's Phone (Res.) ______ (Bus.) ______

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): C. Simmons 01/23/2023 4:00pm

X (Buyer's Signature, Date, Time): ______

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): ______

X (Seller's Signature, Date, Time): ______

1334 Pine Street, Muskegon, MI 49442 — 01/23/2023

Subject Property Address/Description — Date — Time

CS ☐ Buyer's Initials LM 01/23/23 6:03 PM EST dotloop verified ☐ Seller's Initials

REALTOR®

WEST MICHIGAN REGIONAL
Mutual Release of Purchase Agreement

EQUAL HOUSING OPPORTUNITY

The undersigned Buyers, Sellers and REALTORS® identified in a certain Purchase Agreement dated 01/18/2023, concerning property commonly known as 1334 Pine St, Muskegon, MI 49442, hereby agree to the cancellation of that Agreement, and they all agree, for themselves and their heirs, personal representatives, and assigns, to release and forever discharge each other from any claims, demands, causes of action, damages, debts, or other obligations of every kind arising from, or by virtue of that Agreement, including any and all amendments and supplements.

In the event Sellers sell the property to Buyers within 0 months of the date of this Release, other than pursuant to a valid listing agreement with a member of an Association of REALTORS®, then the Sellers shall pay a brokerage fee as specified in the above-described Purchase Agreement.

The parties hereby acknowledge their mutual consent and agreement to the disbursement of the earnest money deposit specified in the Purchase Agreement as described below:

NAMES	AMOUNTS
Erin Malburg	1000
TOTAL:	1000

Other provisions:
This applies to all iterations of the purchase agreement between parties.
Also seller will not owe Renee Mulburg, buyer agent and buyer, Erin Mulburg any commission now or in the future on property 1334 Pine Street. All purchase agreements and addendums written on 1334 Pine Street by Renee Mulburg for her buyer, Erin Mulburg, to be terminated by this mutual release agreement. Buyer agrees to not pursue any legal action against the Seller and Seller Broker.

IN WITNESS WHEREOF, the parties have signed this agreement on 01/27/2023 and each hereby acknowledge receipt of a copy of this Release.

LM
01/31/23
2:09 PM EST
dotloop verified

01/27/2023
Date

Erin Malburg
dotloop verified
01/27/23 4:09 PM EST
TARQ-JTEQ-EGFD-89UL
Buyer

Witness

Buyer

LeighAnn Mikesell
dotloop verified
01/31/23 2:09 PM EST
DIVC-RVLH-LSLK-DNGP
Seller

Date

Mariana Murillo VanDam
dotloop verified
01/28/23 8:59 AM EST
VLWW-GPNR-PCVY-VEHE
Witness

Seller

Five Star Real Estate
Listing Broker Name

Selling Broker Name

By: Mariana Murillo VanDam
dotloop verified
01/28/23 8:59 AM EST
0RMU-JKXI-5YWT-NE9Q
Authorized Designee

By:
Authorized Designee

Form #28 Rev. 1/2001

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # 71022050736 Date: 01/31/2023 , ____ (time)

Selling Office West Urban Realty , REALTOR® Phone ____ Email david.vega@westurbanrealtymi.com

Listing Office West Urban Realty , REALTOR® Phone 6163662459 Email mariana@westurbanrealtymi.com

1. Addendum # 1 to Purchase Agreement dated 01/23/2023 covering property at

   1334 Pine St, Muskegon, MI 49442

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
   This purchase agreement is no longer a backup offer, but the one and only purchase agreement for 1334 Pine St, Muskegon, MI 49442

3. The ☑ Seller ☐ Buyer (check one) gives the above-named REALTOR® 3 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

   Date ____ X ____ Buyer
   (Note: Please sign as you wish your name to appear on final papers.)

   X ____ Buyer
   (Note: Please sign as you wish your name to appear on final papers.)

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

   Date ____ X LeighAnn Miksell (dotloop verified 02/01/23 7:24 AM EST Q1Y1-JSTH-CY7L-PXI6) Seller
   (Note: Please sign as you wish your name to appear on final papers.)

   X ____ Seller
   (Note: Please sign as you wish your name to appear on final papers.)

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: MERS- Police Command DB employee contribution rate
Submitted By: Kenneth D. Grant	Department: Finance

Brief Summary: The City seeks to adopt the Police Command Defined Benefit Employee Contribution as negotiated per their contract.

Detailed Summary & Background:

The Finance Department wants permission to sign a Defined Benefit Plan Adoption Agreement to reduce the employee contribution rate for Police Command as follows:

A police command defined benefit employee shall effective January 1, 2023:

> Employees shall contribute 3% of their compensation towards the defined benefit plan as defined by MERS

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices

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

Recommended Motion: To approve the required employee contribution 3% for Police Command Defined Benefits.

Approvals:

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

Guest(s) Invited / Presenting

- Yes ☐
- No ■

For City Clerk Use Only:

Commission Action:

Defined Benefit Plan Adoption Agreement

MERS®
Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name ______________________________ **Municipality #:** __________

If new to MERS, please provide your municipality's fiscal year: __________ through __________.
(Month) (Month)

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of __________, 20___.

- ☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):
  - ☐ All prior service from date of hire
  - ☐ Prior service proportional to assets transferred; all service used for vesting
  - ☐ Prior service and vesting service proportional to assets transferred
  - ☐ No prior service but grant vesting credit
  - ☐ No prior service or vesting credit
- ☐ Link this new division to division number ______ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number ______), the effective date shall be the first day of ___/20___ (mm/yy). *Please note:* You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

C. ☐ If this is a **temporary benefit** (Defined Benefit division number(s) ____________________), select one of the following:

- ☐ This is a **temporary Benefit Window** with a duration of 2-6 months. Effective dates are from ___/01/___ through the last day of ___/20___ (mm/yy). Complete provisions as applicable under Section IV of this form.
- ☐ This is a **temporary Lump Sum Buyout Program** for terminated vested participants with a duration of 6-24 months. Effective dates are from ___/01/___ through the last day of ___/20___ (mm/yy). Payout will reflect ____% (1-100%) of the participant's present value of accrued benefit. For example, if 40% is used, the payout will be 40% of the present value of the benefit. This percentage cannot be changed once adopted.

D. ❒ If this is to **separate employees** *from an existing Defined Benefit division* (existing division number(s) ____) into a new division, the effective date shall be the first day of ________________, 20____.

E. ❒ If this is to merge division(s) _________________ into division(s) _________________, the effective date shall be the first of ________________, 20____.

F. ❒ If this is an amendment to close Defined Benefit division(s) #_____________, with new hires, rehires, and transfers going into an **existing** Defined Benefit division # _____________, the effective date shall be ___________ (month/year).

Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Division Title: ____

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS. Please describe the specific classifications that are eligible for MERS within this division:

____

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees** (this information is used for actuarial purposes only. It does not relate to the additional tax for early distribution): ❒ Yes ❒ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	❒	❒	❒
Part-Time Employees: Those who regularly work fewer than _______ per _______	❒	❒	❒
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	❒	❒	❒
Voter-Elected Officials	❒	❒	❒
Appointed Officials: An official appointed to a voter-elected office	❒	❒	❒
Contract Employees	❒	❒	❒
Other: ____	❒	❒	
Other 2: ____	❒	❒	

Probationary Periods (select one):

☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends.

The probationary period will be ______ month(s).
Comments:

☐ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating "70 hours" will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) _________ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.
Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is $20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: $20/hour X 120 X .05 = $120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

If an alternative formula is going to be used, please describe that here:

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	☐	☐
Long-Term Disability	☐	☐
Workers' Compensation	☐	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☐
Other: ______________________________ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☐
Other 2: ______________________________ Additional leave types as above	☐	☐

Leaves of absence due to military service are governed by the Federal U*niformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation:

☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages

Click here to view details of Base, Box 1, and Gross Wages

☐ Custom Definition
(To customize your definition, please complete the Custom Definition of Compensation Addendum.)

V. Valuation-Required Provisions

Valuation Date: ______________________, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☐ Our MERS representative presented and explained the valuation results to the
_____________________ on _______________.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☐ As an authorized representative of this municipality, I ____________________________
(Name)
______________________________ waive the right for a presentation of the results.
(Title)

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. **Benefit Multiplier** (1%-2.5%, increments of 0.05%) ________ % (max 80% for multipliers over 2.25%)

   ☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

   If checked, select one below:

   ☐ Termination Final Average Compensation (calculated over the members entire wage history)

   ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. **Final Average Compensation** (Min 3 yr, increments of 1 yr) _______ years

4. **Vesting** (5 -10 yrs, increments of 1 yr) _______ years

5. **Normal Retirement Age** will be the later of: ______ (any age from 60-70), or the vesting provision selected above (#4).

6. **Required employee contribution** (Increments of 0.01%) _________ %

7. **Unreduced Early Retirement/Service Requirements:**

☐ Age 50 – 54_______ Service between 25 and 30 years ______
☐ Age 55 – 65_______ Service between 15 and 30 years ______
☐ Service only (must be any number from 20 – 30 years accrued service): ______
☐ Age + Service Points (total must be from 70 – 90): _____ points

8. **Other**

   ☐ Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the employees' benefit (also known as an RS50)

   ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)

   ☐ Deferred Retirement Option Program (DROP) – If selected, complete the following:

   - Credited interest rate: _____% (please select either 0 or 3%)
   - The employer, if selected, will delay a Cost of Living Adjustment (COLA) during the DROP period (skip if not applicable): ☐ Yes ☐ No
   - Credited payment percentage will be: _____% (enter a number from 10-100% in increments of 10%) throughout the duration of the DROP period.

❐ Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

❐ Interest rate for employee contributions as determined by the Retirement Board, or

❐ MERS' assumed rate of return as of the date of the distribution.

9. Cost-of-Living Adjustment

❐ All **current** retirees as of effective date ❐ Retirees who retire **between** ____/01/____ and ____/01/____	❐ **Future** retirees who retire after effective date
Increase of _____% or $_____ per month	Increase of _____% or $_____ per month
Select one: ❐ Annual automatic increase ❐ One-time increase	❐ Annual automatic increase
Select one: ❐ Compounding ❐ Non-compounding	Select one: ❐ Compounding ❐ Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

❐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

10. Service Credit Purchase Estimates are:

❐ Not permitted

❐ Permitted

VI. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VII. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VIII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

IX. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by ______________________________ on
(Name of Approving Employer)
the ____ day of ____________________, 20____.

Authorized signature: ____

Title: ____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: ______________________, 20____ Signature: ______________________________
(Authorized MERS Signatory)

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: MERS- Police Command DC employee contribution rate
Submitted By: Kenneth D. Grant	Department: Finance

Brief Summary: The City seeks to adopt the Police Command Defined Contribution Plan Employee's Contribution rate as negotiated per their contract.

Detailed Summary & Background:

The Finance Department wants permission to sign a Defined Contribution Plan Adoption Agreement to increase the employee contribution rate for Police Command as follows:

A police command defined benefit employee shall effective January 1, 2023:

> Employees shall contribute 9% of their compensation towards the defined benefit plan as defined by MERS. The previous contribution rate was 6%.

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices

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

Recommended Motion: To approve the required employee contribution 9% for Police Command Defined Benefit plan.

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:

MERS Defined Contribution Plan Adoption Agreement

MERS Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 | www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name ____ **Municipality #:** __________

Division name ____

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

A. ❐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of ____________, 20___.

❐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

❐ Vesting credit from date of hire ❐ No vesting credit

❐ This division is for new hires, rehires, and transfers of current Defined Benefit* division #__________ and/or current Hybrid division #__________

For divisions that are closing or freezing with or without conversion, the Employer must complete the *Addendum for Plan Freeze, Closure and Conversions*

B. ❐ If this is an **amendment** of an existing Adoption Agreement (existing division number ____________), the effective date shall be the first day of ________________, 20_____.
Note: You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

C. ❐ If this is to **separate employees** *from an existing Defined Contribution division* (existing division number(s) ____) into a new division, the effective date shall be the first day of _________________, 20____.

D. ❐ If this is to **merge division(s)**_________________ into division(s) ___________________, the effective date shall be the first of _________________, 20____.

E. ❐ If this is an amendment to close Defined Benefit division(s) #_____________ or Hybrid division(s) _____________ with new hires, rehires, and transfers going into existing Defined Contribution division # ___________, the effective date shall be ____________ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

____

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees:** ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	☐	☐	☐
Part-Time Employees: Those who regularly work fewer than _______ per _______	☐	☐	☐
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	☐	☐	☐
Voter-Elected Officials	☐	☐	☐
Appointed Officials: An official appointed to a voter-elected office	☐	☐	☐
Contract Employees	☐	☐	☐
Other: ____	☐	☐	
Other 2: ____	☐	☐	

Probationary Periods (select one):

☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.
The probationary period will be ______ month(s).
Comments:

☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:
- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:
- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages

Click here to view details of Base, Box 1, and Gross Wages

☐ Custom Definition
(To customize your definition, please complete the Custom Definition of Compensation Addendum.)

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

4. Vesting

Vesting will be credited using (check one):

☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.

☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

Vesting schedule will be (check one):

❒ Immediate

❒ Cliff vesting (fully vested after a specified number of years, not to exceed 15 years) will be ___ years.

❒ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must commence no later than 3 years of service)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) __________

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

5. Contributions

a. **Contributions will be submitted** (check one)**:**
Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

❒ Weekly
❒ Bi-Weekly (every other week)
❒ Semi-Monthly (twice each month)
❒ Monthly

b. **Employer Contributions**
Required Employee Contributions and Employer Contributions are outlined using associated *Contribution Addendum for MERS Defined Contribution (MD-073)*.

c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. Loans: ❒ shall be permitted ❒ shall not be permitted
If Loans are elected, please refer to the *Defined Contribution & 457 Loan Addendum*.

7. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by ______________________________ on the _____ day of ____________________, 20_____.
(Name of Approving Employer)

Authorized signature: ____

Title: ____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: ______________________ , 20_____ Signature: ______________________________
(Authorized MERS Signatory)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

MERS® Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 | www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by City of Muskegon #6116
Name of Participating Employer

for Police Command of 110192.
Employee Group / Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

- ☒ Employees are required to contribute per payroll period:

  Percentage 9 % **OR** flat dollar amount $________

- ☐ Employees are required to contribute within the following range for each payroll:

  Percentage range from _____% to _____% **OR** dollar amount range $________ to $________

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- ☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

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The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute _____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every $10 the participant defers to the Program, the Employer will contribute $5 to the Program.

☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than $____________ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to $___________ per _________________________.

☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed _____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☑ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

☐ **Annual:** A one-time annual contribution of $_______ or _____% of compensation per participant.

☑ **Pay Period:** $ _______ or 13 % of compensation per participant for each payroll period.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: MERS- Police Command HCSP employee and employer contribution rates
Submitted By: Kenneth D. Grant	Department: Finance

Brief Summary: The City seeks to adopt the Police Command's Health Care Saving Program contribution rates as negotiated per their contract.

Detailed Summary & Background:

The Finance Department wants permission to sign the Health Care Savings Plan Agreement to reduce the employee contribution rate for Police Command as follows:

A police command defined benefit employee shall effective January 1, 2023:

- Police Command employees who are eligible to receive retiree healthcare benefits will contribute 3 % of their Medicare taxable wages towards the Health Care Savings program with no employer contribution
- Police Command employees who are not eligible to receive retiree healthcare benefits will contribute 6% of their Medicare taxable wages towards the Health Care Savings program with a 6% employer contribution.

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices

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

Recommended Motion: To approve the required employee and employer Health Care Saving Program contributions.

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

For City Clerk Use Only:

Commission Action:

MERS Health Care Savings Program Participation Agreement

MERS® Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707 | www.mersofmich.com

I. PARTICIPATING EMPLOYER

Employer Name: ____
(Name of municipality or court)

Municipality Number: ____________________ **Division Number:** ________________

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:
______________________________.
(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: ____________________.
(Date)

Note: You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units, or personnel/ employee classifications ("Covered Group") in the same Health Care Savings Program plan. **Contributions shall be made on the same basis within each Covered Group according to the associated HCSP Contribution Addendum, remitted as directed by the Program Administrator.** This agreement encompasses the following group(s):

____
(Name/s of HCSP covered group/s)

Note: To maintain the tax-favored status of the employer's Health Care Savings Program and to comply with federal law, the Employer may not provide coverage or benefit levels to highly-compensated employees that are not provided to non highly-compensated employees.

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement.

V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the employer, to be credited to the individual accounts of Eligible Employees according to the associated Contribution Addendum.

Vesting Cycle For Basic Employer Contributions Only. The employer contributions identified in this Participation Agreement are subject to the following vesting cycle (where vesting is different, separate participation agreement must be completed).

❒ Immediate Vesting upon Participation

❒ Cliff Vesting: The participant is 100% vested upon ____________________ year(s).
(Stated years)

❒ Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:

Years of Service	Percent Vested
____________	____________
____________	____________
____________	____________
____________	____________
____________	____________
____________	100%

FORFEITURE PROVISION. Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant's account assets shall (where forfeiture is different, separate participation agreement must be completed):

Check only one:
❒ Remain in the HCSP sub-trust to be reallocated among all Plan participants equally
❒ Remain in the HCSP sub-trust to be used to offset future Employer Contributions
❒ Be transferred to the Retiree Health Funding Vehicle ("RHFV")

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT
If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

VII. APPOINTING MERS AS THE PROGRAM ADMINISTRATOR
The Employer hereby agrees to the provisions of the MERS Health Care Savings Program Plan Document ("Plan Document") and Trust Agreement and appoints MERS as the Program Administrator pursuant to the terms and conditions of the Plan Document and Trust Agreement. The Employer also agrees that in the event of any conflict between the Plan Document or the Trust Agreement and this Participation Agreement, the Plan Document and Trust Agreement control.

VIII. FEES AND EXPENSES
Employer acknowledges that investment selection and associated participant fees and operating expenses are established and charged by MERS as set forth in the Investment Fund and Fee Summary sheets available at www.mersofmich.com and may be amended by MERS.

IX. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

X. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

XI. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on

the _____ day of ______________________, 20_____ at the official meeting held

by ____.

(Name of approving employer)

Authorized Signature: ____

Name: ____

Title: ____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: ________________________, 20____

____

(Authorized MERS signatory)

Contribution Addendum for MERS Health Care Savings Program (HCSP)

MERS® Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 | www.mersofmich.com

This is an Addendum to the Participation Agreement completed by City of Muskegon
Name of Participating Employer

for Police Command Employees who are eligible to receive a retiree healthcare plan of 300406.
Covered Employee Group — Division Code

The Addendum modifies the *MERS Health Care Savings Program Participation Agreement*. Please complete this addendum for each contribution structure associated with the covered employee group.

Check one or more (A or B, C and/or D):

A. ☐ **Employer Contributions for Retirees / Former Employees.** Employer contributions may be made according to any frequency. Identify below the contribution formula or amount that will apply to all in this covered group. *Note: If this contribution is selected, Sections B, C, and D do not apply.*

Contribution structure (specify $ or %): ______

For active employees, please check one or more below (B, C, and/or D).

B. ☐ **Basic Employer (Before-Tax) Contributions.** Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this addendum.

Contribution structure (**specify $ or %** and, if a %, include the basis for that contribution. For example: Employer will contribute 3% of base wages):

N/A

C. ☑ **Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (**specify $ or %** and, if a %, include the basis for that contribution. For example: Employees will contribute 3% of base wages):

3% of Medicare taxable wages

D. ❐ **Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

❐ Check here if the covered employee group has the option to direct any/all of the leave conversion lump sum to an existing 457 program.

Check one or more:

❐ As of ______________________________, ___________% of ___________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

❐ As of ______________________________, ___________% of ___________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

❐ As of ______________________________, ___________% of ___________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

❐ As of ______________________________, ___________% of ___________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

Contribution Addendum for
MERS Health Care Savings Program (HCSP)

MERS®
Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 | www.mersofmich.com

This is an Addendum to the Participation Agreement completed by City of Muskegon
Name of Participating Employer

for Police Command Employees who are NOT eligible to receive a retiree healthcare plan of 300406.
Covered Employee Group — Division Code

The Addendum modifies the *MERS Health Care Savings Program Participation Agreement*. Please complete this addendum for each contribution structure associated with the covered employee group.

Check one or more (A or B, C and/or D):

A. ☐ **Employer Contributions for Retirees / Former Employees.** Employer contributions may be made according to any frequency. Identify below the contribution formula or amount that will apply to all in this covered group. *Note: If this contribution is selected, Sections B, C, and D do not apply.*

Contribution structure (specify $ or %): ______________________

For active employees, please check one or more below (B, C, and/or D).

B. ☑ **Basic Employer (Before-Tax) Contributions.** Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this addendum.

Contribution structure (**specify $ or %** and, if a %, include the basis for that contribution. For example: Employer will contribute 3% of base wages):

6% of Medicare taxable wages

C. ☑ **Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (**specify $ or %** and, if a %, include the basis for that contribution. For example: Employees will contribute 3% of base wages):

6% of Medicare taxable wages

D. ❐ **Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

❐ Check here if the covered employee group has the option to direct any/all of the leave conversion lump sum to an existing 457 program.

Check one or more:

❐ As of ______________________________, ___________% of ____________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

❐ As of ______________________________, ___________% of ____________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

❐ As of ______________________________, ___________% of ____________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

❐ As of ______________________________, ___________% of ____________________________
Annual date or X weeks before termination | Percentage | Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February14, 2023	Title: Deficit Elimination Plan – Marina Fund
Submitted By: Kenneth D. Grant	Department: Finance Director

Brief Summary: To approve the Deficit Elimination plan and resolution for the Marina Fund and direct staff to submit plan to the State of Michigan

Detailed Summary & Background:

At June 30, 2022 the Marina Fund had a $395,374.00 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 Marina Fund are attached.

The original deficit elimination plan had to extended another year. It will require a $450,000 transfer from General Fund in 2022-23 and a $260,000 transfer from the General Fund in 2023-24.

Goal/Focus Area/Action Item Addressed: Sustainability in financial practices

Amount Requested: $450,000.00 22-23 $260,000.00 23-24	Amount Budgeted:
Fund(s) or Account(s): From General Fund to Marina	Fund(s) or Account(s):

Recommended Motion: To approve the deficit elimination resolution for the Marina Fund.

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
Marina Fund
February 14, 2023

At June 30, 2022 the City of Muskegon Marina had a deficit $395,374. Anticipated revenue has failed to keep up with the annual costs and depreciation associated with the Marina.

It will require a $450,000 transfer from General Fund in 2022-23 and a $260.000 transfer from the General Fund in 2023-24.

The table below shows the Revenue and Expenditures for FY2021-22 and proposed budget for FY2022-23 and FY 2023-24.

CITY OF MUSKEGON MARINA FUND			
	ACTUAL FY2021-22	PROPOSED FY2022-23	PROPOSED FY2023-24
OPERATION REVENUE			
Charges for Service	$ 282,819	330,000	345,000
Other	$ 9,597		
Total Operating Revenue	$ 292,416	330,000	345,000
OPERATING EXPENSES			
Administration	$ 11,169	$ 394,687	$ 395,000
Other operations	$ 345,305		
Depreciation	$ 107,417	$ 105,000	$ 95,000
Total Operating Expenses	$ 463,891	$ 499,687	$ 490,000
Operation income(loss)	$ (171,475)	$ (169,687)	$ (145,000)
NONOPERATING REVENUES (EXPENSES)			
Investment Earnings		$ 50	5,000
Interest Expense			
Income(loss) before capital contributions	$ (171,475)	$ (169,637)	$ (140,000)
CAPITAL CONTRIBUTIONS			
Capital grants and Contributions			
Transfers In FROM GF		$ 450,000	$ 260,000
Change in Net Position	$ (171,475)	$ 280,363	$ 120,000
Net Position at beginning of year	$ 757,577	$ 586,102	$ 866,465
Net position at end of year	$ 586,102	$ 866,465	$ 986,465

		2022-23	2023-24
UNRESTRICED		$ (395,374)	$ (115,011)
REVENUES		$ 780,050	$ 610,000
EXPENDITURES		$ 499,687	$ 490,000
DEPRECIATION		$ 105,000	$ 95,000
MINUS CA-CL		$ (115,011)	$ 4,989

The Marina Raised Slip Fees between 11.69 -13.24%

High waters have receded, we expect to sale more slips in the upcoming years.

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO.______________

WHEREAS City of Muskegon's Marina Fund had a $395,374 deficit balance as of 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 Marina Fund Deficit Elimination Plan

CITY OF MUSKEGON MARINA FUND							
	ACTUAL FY2021-22		PROPOSED FY2022-23		PROPOSED FY2023-24	
OPERATION REVENUE						
Charges for Service	$	282,819		330,000		345,000
Other	$	9,597				
Total Operating Revenue	$	292,416		330,000		345,000
OPERATING EXPENSES						
Administration	$	11,169	$	394,687	$	395,000
Other operations	$	345,305				
Depreciation	$	107,417	$	105,000	$	95,000
Total Operating Expenses	$	463,891	$	499,687	$	490,000
Operation income(loss)	$	(171,475)	$	(169,687)	$	(145,000)
NONOPERATING REVENUES (EXPENSES)						
Investment Earnings			$	50		5,000
Interest Expense						
Income(loss) before capital contributions	$	(171,475)	$	(169,637)	$	(140,000)
CAPITAL CONTRIBUTIONS						
Capital grants and Contributions						
Transfers In FROM GF			$	450,000	$	260,000
Change in Net Position	$	(171,475)	$	280,363	$	120,000
Net Position at beginning of year	$	757,577	$	586,102	$	866,465
Net position at end of year	$	586,102	$	866,465	$	986,465

	2022-23		2023-24	
UNRESTRICED	$	(395,374)	$	(115,011)
REVENUES	$	780,050	$	610,000
EXPENDITURES	$	499,687	$	490,000
DEPRECIATION	$	105,000	$	95,000
MINUS CA-CL	$	(115,011)	$	4,989

The Marina Raised Slip Fees between 11.69 -13.24%

High waters have receded, we expect to sale more slips in the upcoming years.

Adopted this _______day of February 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 February 14, 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: February 14, 2023	Title: Deficit Elimination Plan – Brownfield Redevelopment Authority (combined)
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 Authority (Scattered Brownfield)
February 14, 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 SCATTERED BROWNFIELD		
	PROPOSED FY2022-23	PROPOSED FY2023-24
OPERATION REVENUE		
PROPERTY TAXES	$ 66,000.00	$ 92,673.00
Other		
Total Operating Revenue	$ 66,000.00	$ 92,673.00
OPERATING EXPENSES		
Administration		
Contractual Services	$ 1,500.00	$ 2,000.00
Depreciation	$ -	
Total Operating Expenses	$ 1,500.00	$ 2,000.00
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
UNRESTRICED LESS NON CURRENT LIABILITIES	$ (64,211.00)	$ 289.00
REVENUES	$ 66,000.00	$ 92,673.00
EXPENDITURES	$ 1,500.00	$ 2,000.00
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 EXCEEED 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 SCATTERED BROWNFIELD		
	PROPOSED FY2022-23	PROPOSED FY2023-24
OPERATION REVENUE		
PROPERTY TAXES	$ 66,000.00	$ 92,673.00
Other		
Total Operating Revenue	$ 66,000.00	$ 92,673.00
OPERATING EXPENSES		
Administration		
Contractual Services	$ 1,500.00	$ 2,000.00
Depreciation	$ -	
Total Operating Expenses	$ 1,500.00	$ 2,000.00
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
UNRESTRICED LESS NON CURRENT LIABILITIES	$ (64,211.00)	$ 289.00
REVENUES	$ 66,000.00	$ 92,673.00
EXPENDITURES	$ 1,500.00	$ 2,000.00
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 EXCEEED 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 February 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 February 14, 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: Feb. 14, 2023	Title: CSX Rail, Authorization to Close
Submitted By: Jonathan Seyferth/John Schrier	Department: City Manager

Brief Summary:

This is an authorization to close on the purchase of the CSX rail line from near the Boys and Girls Club west to Windward Point though the Nims and Lakeside Neighborhoods. The Commission authorized purchase of the property on May 24, 2022. This is just a technical step that has to be taken before closing documents are signed.

Detailed Summary & Background:

Related to the Windward Point development the City has agreed to use about $1.688 million of APRA funding to purchase the abandoned rail road spur that runs along Muskegon Lake in the Nims and Lakeside neighborhoods. The City's costs for the purchase will be reimbursable through the Windward Point brownfield TIF.

The City has let it be known to the developers that we are willing to negotiate our position within the TIF depending on what occurs with the development. We've also indicated a willingness to reduce the amount of our capture if the percent of public access to Muskegon Lake is increased.

Because these are both items that would be negotiated with the final developer and not the current owners, those items are still to be determined. However, with the current agreement and our costs going into the brownfield, the City would be reimbursed for its investment.

The City Commission authorized the purchase of rail road line/abandoned spur on May 24, 2022 on a 6-0 vote.

Other past action includes the approval to extend the closing date which was approved by the Commission on Nov. 22, 2022, this extended the closing window to the end of the First Quarter of 2023.

It is anticipated closing will happen before the end of February.

Goal/Focus Area/Action Item Addressed:

Goal 1 – Destination Community, Goal 2 – Economic Development

Amount Requested: None – expense has already been authorized; this is just an authorization to close.	Amount Budgeted: $2 million
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: I recommend authorizing the City Manager to sign closing documents related to the City's purchase of the abandoned Rail Road Spur owned by CSX.

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

For City Clerk Use Only: Commission Action:

From: John C. Schrier
To: Jonathan Seyferth; Kimberly Young
Subject: FW: CSX/Pure Muskegon
Date: Monday, February 6, 2023 4:10:33 PM
Attachments: image006.png
image007.png
image008.png

Kim/Jonathon:

Attached is Scott Timmer's e-mail confirming inclusion of the CSX railroad will beaded to the Windward Pointe brownfield. Please add this to the cover sheet.

John

From: Scott Timmer <scott@ggtmlaw.com>
Sent: Monday, February 6, 2023 4:03 PM
To: John C. Schrier <john@parmenterlaw.com>
Subject: Re: CSX/Pure Muskegon

John: This will confirm that Pure Muskegon, LLC has approved amending or replacing its Brownfield agreement to provide for inclusion of the railroad right of way in the Brownfield plan so that the city can eventually be reimbursed for the costs relating to termination of the railroad right of way through the Brownfield agreement.
Scott

Scott Timmer
Counsel
(231) 291-0110

GIELOW GROOM TERPSTRA & McEVOY
Attorneys At Law
281 Seminole - 2nd Floor | Norton Shores, MI 49444
P: (231) 747-7160 Ext. 110 | F: (231) 747-8049
ggtmlaw.com | scott@ggtmlaw.com

From: "John C. Schrier" <john@parmenterlaw.com>
Date: Monday, February 6, 2023 at 3:59 PM
To: Scott Timmer <scott@ggtmlaw.com>
Subject: CSX/Pure Muskegon

Scott:

Please send me an e-mail confirming that Pure Muskegon is agreeable allowing the City's relating to the of CSX railroad property be added to the Pure Muskegon/Windward Pointe Brownfield. This is consistent with my earlier e-mail and our telephone conference of last Thursday.

John C. Schrier
Partner

PARMENTER LAW

Direct P: (231) 722-5401
Direct F: (231) 722-5501
Email: John@parmenterlaw.com
Visit: 601 Terrace Street, Muskegon, MI 49440
Mail: PO Box 786, Muskegon, MI 49443-0786
Web: www.parmenterlaw.com

Find us on Facebook - LinkedIn

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: 2021 Consolidated Annual Performance Evaluation Report (CAPER) Hearing
Submitted By: Sharonda Carson	Department: CNS

Brief Summary: The CAPER is available on our website for citizen review and comment period of 15 days from January 29 -February 17, 2023. A public Hearing is another opportunity to comment about
the Federal CDBG and HOME program activities performed during the fiscal year 2021 (July 1, 2021 - June 30, 2022). Click on the link to view the CAPER https://muskegon-mi.gov/city-services/development-services/community-neighborhood-services/reports/

Detailed Summary & Background:

Citizen input is a necessary process of program activities for the CDBG/HOME annual allocations. The 2020 CAPER is another opportunity to comment on the performance achievements of the annual projects during the Hearing.

Goal/Focus Area/Action Item Addressed:

Refer to the 2022-2027 Long Term Goals document.

Amount Requested:	Amount Budgeted: *Contact Finance if your item does not fit into the current budget.*
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To conduct a Public Hearing for the 2021 CAPER review.

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

For City Clerk Use Only:

Commission Action:

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Services offered in FY 21 are as follows:

CDBG

Residential Facade- Exterior wood siding that showed evidence of peeling or chipped paint or deterioration and rot were updated with Vinyl Siding.

Public Improvements- The City invested in the upgrade of a park that seriously needed to be brought back to life.

Public Services- The city invested funding into Boys and Girls Club of the Muskegon Lakeshore.

Priority Home Repair- Home repair program that provided repairs in the form of roofing, foundation, electrical, plumbing and more.

HOME:

Homebuyer's Assistance Program - Provided assistance to low-income families with goals to become homeowners

Rental Rehabilitation - 3 units were made available to low-income families.

CHDO - 4 new units were created for low income families

NOTE: There is an error reporting all accomplishment categories in Table 1 to HOME funding. Areas that reflect zero are goals that we have not had any activities assigned to in the FY 2021.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and

explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition Development Resale	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Added	Household Housing Unit	10	0	0.00%			
Administration	Administer Programs	CDBG: $	Other	Other	8	0	0.00%			
Code Enforcement - Inspections	Non-Housing Community Development Housing Rehab	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	0		10	0	0.00%
Code Enforcement - Inspections	Non-Housing Community Development Housing Rehab	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		10	0	0.00%

Code Enforcement - Inspections	Non-Housing Community Development Housing Rehab	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	275	0	0.00%			
Code Enforcement - Neighborhood Clean-Up	Non-Housing Community Development	CDBG: $	Other	Other	10	0	0.00%			
Code Enforcement - Smoke and CO Detectors	Code Enforcement, Neighborhood Safety, Public Service	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	0	0.00%			
Code Enforcement: Inspections/Detectors/Clean-Up	Affordable Housing Non-Housing Community Development	CDBG: $	Other	Other	125	0	0.00%			
Community Housing Development Organizations	Affordable Housing	HOME: $	Homeowner Housing Added	Household Housing Unit	3	0	0.00%			

Demolition	Non-Housing Community Development Blight Fight	CDBG: $	Buildings Demolished	Buildings	35	0	0.00%			
Demolition	Non-Housing Community Development Blight Fight	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0		5	0	0.00%
Economic Development Opportunity	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	5	0	0.00%			
Exterior Paint/Siding Housing	Neighborhood Stabilization, Enhancement, Code Enforcement, Preserving of Existing Housing Stock	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	55	6	10.91%			

Exterior Paint/Siding Housing	Neighborhood Stabilization, Enhancement, Code Enforcement, Preserving of Existing Housing Stock	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		7	6	85.71%
Exterior Paint/Siding Housing	Neighborhood Stabilization, Enhancement, Code Enforcement, Preserving of Existing Housing Stock	CDBG: $	Jobs created/retained	Jobs	5	0	0.00%			

Fair Housing	Non-Housing Community Development Fair Housing Activities	CDBG: $	Other	Other	20	0	0.00%			
Fire Station Bond	Non-Housing Community Development	CDBG: $	Other	Other	1	1	100.00%			
General Administration	Program Services and Assistance	CDBG: $	Other	Other	50	0	0.00%			
Home Repairs - Moderate Repairs	Home Repairs	CDBG: $ / HOME: $145000	Homeowner Housing Rehabilitated	Household Housing Unit	500	41	8.20%	40	41	102.50%
Homebuyer Assistance/Education	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Added	Household Housing Unit	15	18	120.00%			
Housing	Affordable Housing	HOME: $	Homeowner Housing Added	Household Housing Unit	5		%	2	18	900.00%

Housing	Affordable Housing	HOME: $	Jobs created/retained	Jobs	5	0	0.00%			
Improve Community Safety	Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	125	0	0.00%			
Improve High-Speed Broadband Access	Non-Housing Community Development	CDBG: $	Other	Other	4	0	0.00%			
Improve Job Opportunity	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	5	0	0.00%			
Improved Neighborhoods	Non-Housing Community Development Economic Development	CDBG: $	Jobs created/retained	Jobs	5	0	0.00%			

Improved Neighborhoods	Non-Housing Community Development Economic Development	CDBG: $	Other	Other	3	0	0.00%			
Legal Services	Education, Outreach, Public Service	CDBG: $	Other	Other	20	0	0.00%			
Match Funding	Non-Housing Community Development	CDBG: $	Other	Other	4	0	0.00%			
Neighborhood Infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10	0	0.00%			
Neighborhood Policing	Non-Housing Community Development	CDBG: $	Other	Other	20	0	0.00%			

Owner Occupied Rehabilitation - Priority Repairs	Home Repairs	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	350	0	0.00%			
Public Facilities Improvement	Non-Housing Community Development	CDBG: $	Other	Other	4	0	0.00%	1	1	100.00%
Public Service Opportunities	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	0	0.00%			
Public Service Opportunities	Non-Housing Community Development	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			
Rehabilitation Administration	Program Services and Assistance	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	30	0	0.00%			
Rental Rehabilitation Program	Affordable Housing	CDBG: $ / HOME: $45000	Rental units rehabilitated	Household Housing Unit	15	7	46.67%	4	7	175.00%

Resilient/Smart Neighborhoods Program	Non-Housing Community Development	CDBG: $	Other	Other	20	0	0.00%			
Senior Assistance	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	375	0	0.00%			
Service Delivery	Housing Services	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	50	0	0.00%			
Streets	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%	50	0	0.00%
Transportation Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	0	0.00%			

Youth Opportunities	Non-Housing Community Development Youth Experiences	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	571	22.84%	475	571	120.21%
Youth Opportunities	Non-Housing Community Development Youth Experiences	CDBG: $	Jobs created/retained	Jobs	4	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The city utilized funding for home repairs, façade improvements, park improvements, creating new homeowners through homebuyers' assistance, and the rehabilitation of homes to create affordable homes for the community. We identified through our efforts that there is a great need for housing repairs due to the many applications we receive and the community has benefited from the opportunity to become homeowners.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	57	12
Black or African American	522	13
Asian	1	0
American Indian or American Native	1	1
Native Hawaiian or Other Pacific Islander	0	0
Total	**581**	**26**
Hispanic	0	1
Not Hispanic	581	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Families assisted were considered extremely low income and were majority Black or African American. 39 additional beneficiaries were served that were Other/Multi-racial, a category that is not available to document in the CR-10.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	988,508	970,072
HOME	public - federal	336,456	124,647
Other	public - federal	1,215,250	50,000

Table 3 - Resources Made Available

Narrative

Resources made available to the community were CDBG and HOME dollars. The other category represents HOME ARP funding by way of the origninal source of HOME funding geerally administered to the City of Muskegpn

CDBG dollars utilized for the purpose of home repair services that include but are not limited to roof replacement, residential facade or siding replacement, electrical, foundation, plumbing and sewer.

Home program funding utlized for the acquisition of 2 properties for total rehabilitation.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Muskegon	100	100	City Limits

Table 4 – Identify the geographic distribution and location of investments

Narrative

CDBG funding assisted a total of 617 households/individuals in 2021 and HOME served 25.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Our federal funds were able to be paired with funding received through similar purposes through the Muskegon County Senior Millage dollars, DTE assistance for a multi-housing improvement as well as a state funded Lead program to address families receiving Medicaid. Leveraging funds with our program resources allowed us to maximize these federal funds and serve more people in need. There was no public or privately owned land utilized this year and no required match.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	**Date of Contribution**	**Cash (non-Federal sources)**	**Foregone Taxes, Fees, Charges**	**Appraised Land/Real Property**	**Required Infrastructure**	**Site Preparation, Construction Materials, Donated labor**	**Bond Financing**	**Total Match**

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	**Amount received during reporting period $**	**Total amount expended during reporting period $**	**Amount expended for TBRA $**	**Balance on hand at end of reporting period $**
584,454	336,456	235,925	0	684,985

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	199,760	0	0	99,920	0	99,840
Number	2	0	0	1	0	1
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	199,760	99,920	99,840
Number	2	1	1
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	1	0	0	0	0	1
Dollar Amount	44,997	0	0	0	0	44,997

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	5	466,000
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	50	0
Number of Non-Homeless households to be provided affordable housing units	60	66
Number of Special-Needs households to be provided affordable housing units	1	0
Total	**111**	**66**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	8	0
Number of households supported through The Production of New Units	6	7
Number of households supported through Rehab of Existing Units	2	41
Number of households supported through Acquisition of Existing Units	60	18
Total	**76**	**66**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The city of Muskegon does not directly deal with homeless populations but focuses on addressing homeowners needs that will keep them in their homes preventing them from experiencing homelessness. The difference between the goals for rental assistance, the production of units, rehab of existing units and acquiring units is that the goal set seems to be unrealistic compared to the amount of funding we have to support the goals. The goals set for non-homeless.

Discuss how these outcomes will impact future annual action plans.

The outcomes will impact the future annual action plans because it will allow us to look at our shortcomings to plan to improve the next year. For instance, we know that we have an underserved homelesspopulation and we are actively seeking solutions to assist the population and improve the data in the next few years. Also, our rental rehabilitation program has very little that take advantage so we will include plans to talk with existing landlords to determine how to strengthen the connection to those resources.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	13	5
Low-income	28	20
Moderate-income	0	6
Total	**41**	**31**

Table 13 – Number of Households Served

Narrative Information

Overall, the data reflects some areas that can be improved with setting realistic attainable goals for serving homeless population and aquiring more units to serve.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city has made great progress as a board member of the Continuum of Care (CoC) to help reduce homelessness in our community. Staff serve on varies committess that seek additional funding for partners, plan for up coming years ad engage with other agencies to enusre that all available resources are mde available to all community memebers. Regionally, the cities of Muskegon Heights and Norton Shores are represented as well, and our focus is to meet objectives set by the CoC board to reach this critical population. Through a recent study conducted, the City concluded that there were many unaccompanied youth that are considered to be living in homelessness between the ages of 11-24. The partnership is exploring potential for drop in center to assist in meeting the needs of the youth with potential for offering of transistional housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City has also aquired 5 units that will be used to house homeless families through partnership with the Continuum of Care. Families will have the ability to sign a lease agreement for up to two years while seeking permanent housing. We continue to coordinate and meet with the CoC on a regular basis to coordinate resurces and funding for the homeless poulation..

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Our home repair program is designed to assist homeowners who have a priority housing issue that could displace them from thier home because of plumbing, electrical, mechanical or critical structure dificiencies. The help provided by the city that allows a household to receives assistance allows them the ability to remain in their home.

In addition, we also offer homebuyers assistance to those who are wanting to transition to a more permenant housing solution and purchase a home. These funds offer down payment asssistance that are applied to closing cost.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC is an organization in pursiut of helping homeless persons find affordable housing in our community. The City has participated in a board capacity to structure and facilitate housing opportunities that prevent housed homeless families from experiencing another homeless scenario.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City is exploring an opportunity to partner with a neighboring commiunity to create a Community Land Trust within the City of Muskegon. This will create affordable home options for low income families that could not reasonably aquire in more tradtional forms. The CLT would guarantee these homes to only become available to low income buyers in the event that they are sold.

The City is also exploring the opportunity to become a certified counceling agency and create housing counselors to create a more informed staff to equip the community with information that will encourage homeownership.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Public housing residents are known to be at a fixed-income status and because of this their likelihood to become a homeowner is rare. In addition, homeownership has not been advantageous given rise in the housing market of the past 5 years. The PHA has a Homeownership Program but other strategies to encourage tenant management have been encouraged more so than homeownership. The public housing residents are managed by staff with monthly reporting of income status. **Annually** housing staff will meet with each tenant to assess income and empower tenants to manage their living situation by giving them options like homeownership, outside rental opportunities, or housing facilities that fit their income and household needs. Currently, the Rental Assistance Demonstration option is being presented to give tenants encouragement with the proposed changes. No other actions have been taken by the city at this time.

Tenants are included in management through Tenant Advisory meetings where decision making and changes to the public housing facility are discussed. The resident board has been actively working with PHA staff to oversee the tenants' issues and concerns and manage the housing facility. Recently, the PHA has awarded vouchers to developers which offer housing choice/opportunities that are newer and different from the current conditions of the public housing venue. The highlight for the Housing Commission is that the facility is embarking on a revitalization renovation through the RAD (Rental Assistance Demonstration) process offered to PHAs.

Actions taken to provide assistance to troubled PHAs

The PHA is not designated as troubled

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The city is consistently reviewing old zoning policies that negatively effect or create barriers to housing options within the city. The approach taken to complete an updated view of housing choice for our community and developers was achieved through Rezoning parcels in our eligible census tracts Additionally, our city is disginated as a redevelopment ready community. The city is being strategic about creating housing that will fit the needs of every living situation. The City is seeking to adopt Form Based Code throughout additional neighborhoods. This will help to remove barriers to development and allow for additional types of housing like mother-in-law suites, “tiny” homes and mixed-use spaces with housing above. Also, this change will provide property owners with more flexibility to use their property for income generating purposes by allowing for smaller rentals in current residential spaces

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

To meet the needs of the underserved, we have become more diligent in ensuring the community has accurate information about programs administered through our offices. We have also engaged in more outreach opportunities with community events with partners and those of our own. We ensure that 211, a local resource that provides citizens with information about assistance programs and organizations in the community, has accurate information about programs and that all applications are current in person and online. We have also sought to inform a wider audience through television appearances and increased presence on social media platforms.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

We have a state funded program for Lead Based Paint hazards but mostly, every affordable housing unit produced is cleared of Lead-based paint hazards through abatement and remediation.

Our HOME funded units through Rental Rehab or Homebuyers programs address lead as a required feature of renovations. Our programs include this action up front before rehabilitation can take place, and the properties are cleared to ensure safety of future residents.

In addition to the above, we have instituted tructures into all home repair programs to address lead rather it is paint, water, or sewer lines.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

We continue to serve on boards and strengthen partnership with our CoC, to stay abreast of needs of the homeless population. the goal is to increase awareness, resources and access to resources while removing barriers.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Institutional structure is developed through trial and success of building a strong community. The city supports organized Neighborhood Associations, BLIGHT fight task force and a number of community relation committees.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Our social service agencies in our community have always been a partner to address the needs of our income challenged families. We have worked with the State and local Departments of Health and Human Services, Community Foundation and other nonprofit agencies to meet expressed needs of our citizens. Our services are limited to income qualifying households but we do not limit our coordination to offer and receive referrals from many organizations that focus on housing, health and public needs.

The City of Muskegon also coordinates with the PHA through the appointments of 3 city staff to the Housing Board. The Board Officers have continued to impress that social service options must be present inside the building. This year, the executive director has managed to enhance the building with the participation of social service partners, local programs that give financial, food resources and social supports onsite as possible because of the pandemic.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City is in the midst of a analysis of Impediment to identify any impediment through programs and services offered.

Our response to overcoming impediments identified of our jurisdiction occurred by contracting with the Fair Housing Center of West Michigan who review the HMDA reporting of the past years to show how our banks are helping families. We met with local banks and lenders and shared how we can do better in a fair and impartial manner to overcome prejudice and discrimination. Using the FHCWM to help us survey our community residents, educate our local banks, realtors, rental owners, and ourselves to overcome hidden or visual disparities in our jurisdiction.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Standards and procedures utilized to monitor activites carried out in furtherance of the plan to ensure long-term compliance is documenting each application received, tracking demographic information, household size and amounts associated with projects. Monthly we meet with our finanance tean to compare expenditures and outcomes of our programming. We ensure that every bid is competitive by solisiting to all trades and selecting the lowest, most reliable bid. All files are reviewed for required documentation and approval for compliance purposes.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

We provide notice to the public at least 10 days in advance for 15-, 20- and 30-day comment periods via socal media, company website and email.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Currently there has not been any changes to in the city of Muskegon's objectives but we are invested in ensuring all citizens have access to housing that fits their needs and desires. If there is to be a suggested change the objective it would be to ensure that the city is addressing the housing shortage which has been a crisis for this community.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Rental Rehabilitation Properties

489-491 W Grand Ave – Inspected August 2021. Issues noted and repaired: Screen replacement, repainted stairs, air conditioner properly installed by owner.

562 Oak Ave – Inspected December 2021. Issues noted and repaired: The tenant was evicted due to nonpayment of rent, and the property was destroyed. Evidence of hoarding was present, mouse infestation, filth, destruction of walls and windows. This was the final inspection to finish out the period of affordability. Property was repaired and cleaned by owner, and the lien discharged.

1174-84 Wood – Inspected August 2021. Issues noted and repaired: Closet door damaged, missing screen replaced, tub resealed, hole in wall repaired, three doors repaired, loose railing repaired by owner.

1184 7th St – Inspected August 2021, and the property was determined to be out of compliance, as the owner sold the property and no tenants were benefitting from the affordable housing. The HOME investment was repaid.

1288 5th St – Inspected September 2021. Issues noted and repaired: Garage door repaired, cabinet handles replaced, missing screens replaced, repainting done of wall and trim, hose bib repaired.

CHDO Properties

81 Delaware 1 & 2 - Inspected August 2021. Issues noted and repaired: Cabinet repair, painting, screen repair.

170 Mason – Inspected August 2021. Issues noted: Shower handle missing, overgrowth of back deck, hole in back deck, floor sinking in laundry room, back door seal failing.

409 Houston – Inspected July 2021. Issues noted and repaired: missing screens, missing light globe, nail protruding from wall, tree trimming, reseal tub, replace missing cabinet handle.

1264/62 5th – Inspected August 2021. Issues noted: one unit appeared to have bed bugs (issue was addresses and unit reinspected). Reinspection conducted January 2022. Issues noted: Repainting walls, repair gap in wall, secure handrail, replace missing cabined. Finish flooring, Inspect and repair stairs to basement, seal vent system, repair gap in foundation, have foundation inspected, replace light switch cover in back bedroom, replace smoke detector in kitchen, paint exterior foundation.

1270/1274 5th – Inspected July 2021. Issues noted/repaired: Damaged register, damaged seal to back door, damaged wall in bathroom, damaged screen, chipped paint, missing spindle to staircase, missing light switch cover, gap in back door.

1676 Wood – Inspected July 2021. Issues noted/repaired: fire hazard of cloth over light fixture, broken light fixture, removed smoke alarms, screws protruding from basement handrail, damaged garage door.

All properties scheduled for inspection this year received one.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

We have no rental projects that contain five or more rental units, therefore not triggering the affirmative marketing requirements at 24 CFR 92.351. However, our homebuyer programs adhere to these regulations by utilizing the equal housing opportunity logo on our programs to inform the public of our fair housing practices. We advertise our properties and programs throughout the community via 211, newspaper, online, social media, and by postings.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Program income is derived from four sources: the sale of homes that have been rehabilitated and sold to low-income buyers, from rent received from our singular rental property, lien payoffs, and rental rehabilitation application fees.

Rehabilitated Homebuyer Properties - This year we received $0 from the sale of rehabilitated properties. Income from previous year's program income funds the Homebuyer's Assistance Program that provides closing costs and inspection assistance to low-income homebuyers within the City of Muskegon. This year we invested $87,423.41 of program income to assist 18 households in purchasing homes. 83% were female-led households and 55% were single-parent households. 38% of household served were black, 55% white, 5% Hispanic, and 5% American Indian.

Application Fee – This year we received $200 from application fees. This money goes to support the

Rental Rehab program and pay for start-up project costs such as lead inspections.

Lien Payoffs – This year we received $24,773.59 in lien payoffs from parties that failed to adhere to the affordability requirements of the program. This money is reinvested in our programing.

Rents - This year, we received $12,100 in program income from our rental property which was used to maintain the property

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Other actions take to foster and maintain affordable housing would be investigating ways to strengthen our rental rehab program, investment in rental propertis that our pj would manage and observing Community land Trust for opportunites to create affordable hosuing for purchase.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0	0			
Total Section 3 Worker Hours	0	0			
Total Targeted Section 3 Worker Hours	0	0			

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0			
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0			
Direct, on-the job training (including apprenticeships).	0	0			
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0			
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0			
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0			
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0			
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0			
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0			
Held one or more job fairs.	0	0			
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0			
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0			
Assisted residents with finding child care.	0	0			
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0			
Assisted residents to apply for, or attend vocational/technical training.	0	0			
Assisted residents to obtain financial literacy training and/or coaching.	0	0			
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0			
Provided or connected residents with training on computer use or online technologies.	0	0			
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0			
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0			

Other.	0	0			

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

We currently do not have any projects that trigger section 3.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: **ARPA Community Grant Program**
Submitted By: Peter Wills	Department: Dev Services

Brief Summary: Seeking authorization to dedicate $1,500,000 from the City's remaining allocation of American Rescue Plan Act (ARPA) federal stimulus funds for the creation of an "ARPA Community Grant" program.

Detailed Summary & Background:

The federal American Rescue Plan Act of 2021 (ARP), signed into law 3/11/21, provided $350 billion to eligible state, local, territorial, and tribal governments to support and meet the public health and economic needs of those impacted by the COVID-19 public health emergency in their communities as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionally impacted communities, resulting in more severe pandemic impacts. These funds are being made available through the federal Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

Of the approximately $6.1M from the City's remaining balance of federal ARPA stimulus funds, $1.5M would be available to establish a **new city-sponsored ARPA Community Grant program.**

Grant funds are intended to advance equity, strengthen the economic vitality of the city, and strengthen the quality of life for city residents. Proposals must meet the objectives of the ARPA program and be aligned with the City's Long Term Goals and strategic priorities.

Grant program details:

- Eligible applicants: 501(c)(3) nonprofit organizations & small businesses, located in the city.
- Grant funds to be used for costs incurred on or after March 3, 2021.
- **Grant Applications available 3/1/23. Application deadline 3/31/23. ARPA Community Grant Review Committee will rank eligible applications and submit recommendations to the Commission. Commission will review and make funding decisions at the April 25th Commission meeting. Final Commission recommendations announced by April 26th.**
- ARPA Community Grant Review Committee - one City Commissioner, one representative from each of the (4) City Commission Wards, and City Manager. Two representative(s) from local Community Based Organizations will also be included to act in an advisory role only.
- Grant award range - $25,000 to 250,000. Fixed grant requested amounts in the following increments only: $25,000, $50,000, $75,000, $100,000, $150,000, $200,000 or $250,000.
- Proposed projects must be obligated/contracted by 12/31/24, and funds spent by 12/31/26.

• Applicants awarded grant funds will enter into a contractual agreement (SLFRF Beneficiary Agreement) with the city which outlines general obligations and reporting requirements.	
Goal/Focus Area/Action Item Addressed: *Goal (Community Connection); Focus Area (Foster strong ties among government and community agencies)*	
Amount Requested: $1,500,000	Amount Budgeted: $1,500,000
Fund(s) or Account(s): 101-901-982-092112	Fund(s) or Account(s): 101-901-982-092112
Recommended Motion: To authorize $1,500,000 from the City's allocation of American Rescue Plan Act (ARPA) federal stimulus funds to create an ARPA Community Grant program.	
Approvals: *Get approval from division head at a minimum prior to sending to the Clerk.* Immediate Division Head ■ Information Technology ☐ Other Division Heads ■ Communication ■ Legal Review ■	Guest(s) Invited / Presenting Yes ☐ No ■
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
AMERICAN RESCUE PLAN ACT (ARPA)
COMMUNITY GRANT

PROGRAM GUIDELINES

INTRODUCTION:

The federal American Rescue Plan Act of 2021 (**ARPA**) was signed into law on March 11, 2021, by President Joe Biden. It provided $350 billion to eligible state, local, territorial, and tribal governments to support and meet the public health and economic needs of those impacted by the COVID-19 public health emergency in their communities as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionally impacted communities, resulting in more severe pandemic impacts.

These funds are being made available through the federal Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”) program. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts;
- Maintain vital public services, even amid declines in revenue; and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

The U.S. Department of Treasury adopted a guidance document on January 6, 2022, for recipients of SLFRF funds (City), referred to as the Final Rule. This document describes eligible use categories and other restrictions on the use of funds under the SLFRF program as well as federal reporting requirements.

The Final Rule Overview states that federal SLFRF award funds may not be placed in reserves, or used to pay settlements or other judgments, nor may funds be used to pay debts or fees related to issuing debt.

As a recipient of an SLFRF award, the City has discretion to distribute the award funds in ways which best suits the needs of our residents – as long as such uses fit into one of the following four eligible categories:

1. Support public health expenditures or its negative economic impacts caused by the public health emergency, including assistance to households, small businesses and nonprofits, or aid to impacted industries, such as tourism, travel and hospitality.
2. Replace lost public sector revenue and fund general government expenses and projects.
3. Provide assistance to members of the community that were disproportionately impacted by the pandemic.
4. To make necessary investments in water, sewer or broadband infrastructure.

PURPOSE OF COMMUNITY GRANT:

To make available one-time federal COVID-19 pandemic recovery funds, for eligible nonprofit organizations and small businesses, to establish capital initiatives and special projects which affect the most impacted and disproportionately impacted households in our community.

Applicants are encouraged to develop proposals that would fund one-time capital initiatives or special projects of short-term duration instead of new programs to avoid any associated long-term operating costs.

Funding priority will be given to proposals which remove barriers for disproportionately impacted residents who have historically experienced difficulty to accessing these types of resources. Proposals must support and meet the public health and economic needs of those most impacted and address longstanding health and economic disparities amplified by the pandemic.

Community grant funds are to be used to advance equity, strengthen the economic vitality of the city and quality of life of our residents.

AVAILABLE FUNDING:

The city is making $1,500,000 available in one-time direct federal revenue resource for an ARPA Community Grant program. The number of grants will be limited by the budgeted amount.

Under the federal SLFRF program, the stimulus funds received by the City, and those specifically used for this community grant, must be used for costs incurred on or after March 3, 2021.

TERMS:

The city seeks proposals from 501(c)(3) nonprofit organizations and small businesses, described below, that are located in the city limits, meet the objectives of the ARPA SLFRF, and are aligned with the City of Muskegon's Long Term Goals and strategic priorities.

- **501(c)(3) nonprofit organization** - must provide evidence from a copy of a current IRS Determination Letter. The organization must be headquartered within the municipal boundaries of the City, as of March 3, 2021, and provide direct services to residents. Award funds shall not be spent on operations and maintenance of the nonprofit organization.

- **Eligible small business** - must meet the U.S. Small Business Administration's small business size standards. This is a table of size standards to help small businesses assess their business size. This definition of "size" aligns with the SBA definition of a small business. SBA's Table of Size Standards provides definitions for North American Industry Classification System (NAICS) codes, that vary widely by industry, revenue and employment. It defines small business by firm revenue (ranging from $1 million to over $40 million) and by employment (from 100 to over 1,500 employees). For example, according to the SBA definition, a roofing contractor is defined as a small business if it has annual revenues of $16.5 million or less. But an Asphalt Shingle and Coating Material manufacturer is defined as a small business if it has fewer than 750 employees. The small business must be headquartered within the municipal boundaries of the City, as of March 3, 2021. Award funds shall not be spent on operations and maintenance of the small business.

- Applicants are encouraged to develop proposals that would fund **one-time capital initiatives or special projects**, which affect the most impacted and disproportionately impacted households in our community, instead of new programs to avoid any associated long-term operating costs. The capital initiatives or special projects are to be of limited duration and have a stated outcome(s). Grant funds also offer a chance to develop partnerships to address challenges impacting the entire community.

- Under the requirements of the federal SLFRF program, funds received by the City must be used for costs incurred on or after March 3, 2021. As a result of establishing the city's ARPA Community Grant, funds awarded to successful applicants must be for those expenses incurred by the eligible nonprofit organization or small businesses on or after March 3, 2021.

- **Application period will begin March 1, 2023. Applications must be submitted on or before March 31, 2023 by Midnight. Late applications will not be accepted. The Review Committee will submit recommendations to the Commission. The City Commission will review and make funding decisions at the April 25th General Commission meeting. Final Commission-recommendations announced to the public by April 26th.**

- Applications will be available and may be submitted through the City of Muskegon's website. This is the only way to submit applications. If you need a special accommodation, please email CityARPAGrant@shorelinecity.com for assistance or contact the City at 231-724-6702.

- Only one application may be submitted by eligible applicants during the grant cycle.

- The available range from which to request grant funds will be a minimum of $25,000 to a maximum of $250,000.

- Applicants will be reviewed and considered for recommendation based on requesting a fixed grant amount only for: $25,000, $50,000, $75,000, $100,000, $150,000, $200,000 or

$250,000. Cost share/matching funds are not required. Applicants shall select a grant amount that is reflective of their overall organization size and internal capacity.

- **The proposed project must be obligated/contracted by December 31, 2024 and all project funds must be spent by December 31, 2026.** The project must begin as soon as the Beneficiary Grant Agreement is executed. Receiving a City ARP Community Grant requires the project to be completed in a timely manner.

- All city taxes and other city accounts must be current.

- If the project proposal involves building construction, all work must be done in compliance with all city regulations and ordinances, including obtaining necessary building permits and when applicable, the approval of the Historic District Commission. Contact the City's Building and Inspection Services Department for more information.

- All work must be done by a licensed contractor, if the project involves building construction.

- Any changes in access or design to a building must strictly comply with the federal 2010 Americans with Disabilities Act design standards.

- Quarterly financial and project status reports will be required.

- Due to the federal requirements of this grant award, no time extensions will be allowed. All funds that are not expended by this deadline must be repaid to the City of Muskegon.

- Awardee shall notify City when project is complete.

CONTRACTUAL AGREEMENT:

Applicants approved for funding will enter into a contractual agreement with the City that outlines general obligations and reporting requirements. The awardee of an ARPA Community Grant will be required to complete a SLFRF Beneficiary Agreement between the City and awardee. Recipients are expected to be familiar with these requirements and be willing to comply with all terms.

Treasury considers households, communities, small businesses, nonprofits, and impacted industries as beneficiaries of projects carried out with SLFRF funds. Consequently, if the original Recipient of federal SLFRF funds (City) is awarding a grant to an individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a pandemic-related public health impact or negative economic impact, the individual or entity is acting as a beneficiary (grant awardee).

As a result, the City ARPA Community Grant awardee is bound to the terms and conditions stated in the Beneficiary Agreement. This Agreement is necessary for the City to remain in compliance with federal project and expenditure reporting requirements for SLFRF allocations to beneficiaries.

****See example of Beneficiary Agreement as an attachment to this document.**

GRANT DISBURSAL:

A disbursement of 50% of the funds will be made following Beneficiary Agreement execution and authorization by the City Commission. Additional funds shall only be disbursed after verification that the previous payment had been expended, in full, in accordance with the Agreement. The final 10% of the award will be withheld until the project is completed no later than December 31, 2026.

ADDRESSING COMMUNITY NEED:

The pandemic caused severe economic damage and much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all citizens. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The Final Rule recognizes that the pandemic caused broad based impacts that affected many communities, households, and small businesses across the country. The final rule describes these as "impacted" households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID 19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as "disproportionately impacted" households, communities, small businesses, and nonprofits.

The City of Muskegon's ARPA Community Grant is aimed at helping support programs and services that affect the most impacted and disproportionately impacted households through

eligible nonprofit organizations and small businesses in our community. Funding priority will be given to proposals intended to remove barriers for disproportionately impacted residents who have historically experienced difficulty to accessing these types of resources. Proposals must also support and meet the public health and economic needs of those most impacted and address longstanding health and economic disparities amplified by the pandemic as a result.

ELIGIBILITY:

In order for projects to be considered eligible for ARP Community Grant funding, proposals must meet the categories detailed above which have been specified by the U.S. Treasury Department.

Applicants are encouraged to develop proposals that would fund one-time capital initiatives or special projects of short-term duration instead of new programs to avoid any associated long-term operating costs. Grant funds also offer a chance to develop partnerships to address challenges impacting the entire community.

In general, to identify eligible uses of funds in this category, Recipients should, (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and, (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

Proposals will be deemed ineligible for ARPA Community Grant funding if they involve the following uses that are prohibited in the legislation:

- Deposits into pension funds
- Payment of legal settlements or judgements
- Matching funds for other Federal Grants
- Payment of Debt
- Deposits into Financial reserves, stabilization or rainy-day funds

Treasury provides a non-exhaustive list of permitted uses of SLFRF funds that respond to pandemic impacts. **Applicants should first consult the following links for more detailed information:**

- Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule – U.S. Department of Treasury
- Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act

APPLICATION PROCESS & EVALUATION:

Eligible nonprofit organizations and small businesses that meet the general requirements must complete an application to be considered for funding from the ARPA Community Grant Fund. Complete applications must include answers to all questions and be accompanied by all requested supporting documentation. Applications will be reviewed for completeness and eligibility. Complete applications will be sent to the ARPA Community Grant Review Committee (**the Committee**) for consideration. The Committee will consist of one City Commissioner, one representative from each of the (4) City Commission Wards, and City Manager. Two representative(s) from local Community Based Organizations will also be included to act in an advisory role only.

The Committee will rank eligible applications and send a list of recommended recipients and grant amounts to the City Commission for final approval. The City Commission will review and approve selected recipient applications at a Regular Meeting of the Commission. All decisions by the Commission are final.

For awarded applications, city staff or city's legal counsel will draft the ARP Beneficiary Agreement between the City and Awardee. City staff will provide signed documents to Awardee. Projected investment project must be complete by December, 31, 2026, if not sooner.

Therefore, once an applicant has determined that it meets the minimum criteria for consideration of an ARPA Community Grant, then the applicant may begin the process of formally applying. Submit all materials at once. The application is as follows:

1. Executive Summary
    a. Provide executive summary outlining why you are requesting this grant, what outcomes you hope to achieve, and how the funds will be spent if the award is made.

2. Purpose of Grant
    a. Statement of needs/problems to be addressed; description of target population and how your entity will benefit. The statement of need should explain how the grant funds will help overcome the "gap" between a current process and the desired outcome to accomplish the strategic goal/objective of the project proposal.
    b. Description of project goals and outcomes, measurable objectives, action plans, and statements as to whether this is a new or ongoing part of the sponsoring organization.

c. Timetable for implementation.
d. List of other partners in the project and their roles.
e. List of similar existing projects or agencies, if any, and explain how your agency or proposal differs, and what effort will be made to work cooperatively.
f. Description of the active involvement of constituents in defining problems to be addressed, making policy, and planning the program.
g. Description of the qualifications of key staff and volunteers, if any, that will ensure the success of the program. List of specific staff training needs for this project.
h. Long-term strategies for funding this project at end of grant period.
i. Describe how this request is compliant with the ARP Final Rule.

3. Evaluation
    a. Plans for evaluation including how success will be defined and measured.
    b. Description of how evaluation results will be used and/or disseminated and, if appropriate, how the project will be replicated.
    c. Description of the active involvement of constituents in evaluating the program.

4. Budget Narrative/Justification
    a. Grant budget; use the Grant Budget Format that follows, if appropriate.
    b. A plan (on a separate sheet) that shows how each budget item relates to the project and how the budgeted amount was calculated.
    c. A list of amounts requested of other foundations, corporations and other funding sources to which this proposal has been submitted.
    d. List of priority items in the proposed budget, in the event we are unable to meet your full request.

5. Organization & Small Business Information
    a. Brief summary of organization's history.
    b. Brief statement of organization's mission and goals.
    c. For small businesses, include the applicable federal NAICS Industry Sector Code.
    d. Description of current programs, activities and accomplishments.
    e. Organizational chart, including board, staff and volunteer involvement, if available.

6. ATTACHMENTS
    a. A copy of the current IRS determination letter indicating 501(c)(3) tax-exempt status.
    b. A list of Board of Directors with affiliations, if available.
    c. Letters of support should verify project need and collaboration with other organizations. (optional, but encouraged)
    d. Finances:

i. A copy of the most recent IRS Form 1040, Profit or Loss Statement.
ii. Organization's current annual operating budget, including expenses and revenue.
iii. Most recent annual financial statement (independently audited, if available; otherwise, attached IRS Form 990).
iv. Annual Report, if available.
v. Any other relevant supporting material.

APPLICATION CRITERIA:

The city seeks proposals from 501(c)(3) nonprofit organizations and small businesses, located in the city limits, which meet the objectives of the ARPA State and Local Fiscal Recovery Funds, and are aligned with the City of Muskegon's Long Term Goals and strategic priorities.

In early 2022, the City Commission established a multi-year vision (2022-2027) for the city with selected Long Term Goals for greater focus in the coming five years. Proposed projects must be consistent with the following goals:

- **2027 GOAL 1: DESTINATION COMMUNITY & QUALITY OF LIFE** - Create an environment that puts an emphasis on improving amenities and investing in the traits that positively affect residents' quality of life and attract visitors.
- **2027 GOAL 2: ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS** - 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.
- **2027 GOAL 3: COMMUNITY CONNECTION** - Create an environment of mutual respect and trust between local government and the community we serve. Increase communication with residents, workers, business owners, and visitors to inform, educate, and create opportunities for input.
- **2027 GOAL 4: FINANCIAL INFRASTRUCTURE** - Create an environment that naturally affects the city's revenues in a positive manner, with a focus on reclaiming city investments in housing, nurturing startup projects proposed throughout the city, and exploring staff recommendations related to new revenues.

The city will evaluate and select projects for funding through a multi-step process that will include public input and transparency.

The following scoring criteria will be considered during the review of applications:

Evaluation Criteria	50 Points
Is the project eligible under the American Rescue Plan Act (ARP)?	0 or 5
Is the project description and budget clear and well-defined?	0 or 5
Does the project include a capital expenditure?	0-5

Does the project provide a description of structure and objectives of the assistance program(s), including public health or negative economic impacts experienced? OUTPUT measures	0-5
Does the project identify service outcomes for residents disproportionately impacted by the COVID-19 pandemic (e.g., communities of color, people with disabilities, low-to-moderate income residents or elders) OUTCOME measures	0-5
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of COVID-19? Use of evidence	0-5
What is the project's sustainability (e.g., one-time v. recurring cost)?	0-5
Is the project capable of being completed within the ARPA timeline requirements	0-5
Has applicant previously partnered with or assisted other nonprofit organizations to provide needed services?	0-5
Is the project aligned with Commission's 2022-2027 Long Term Goals?	0-5

PERIOD OF PERFORMANCE:

The ARPA Community Grant's support may start no earlier than the award recommendation date of April 26, 2023. The grant period will end December 31, 2026. Costs that are included as part of the proposal must be for those incurred on or after March 3, 2021.

FUNDING AUTHORITY:

Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act
Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule – U.S. Department of Treasury

CONTACT:

If you are not finding answers to your questions, please email CityARPAGrant@shorelinecity.com for assistance or contact the City of Muskegon, Development Services Division - 933 Terrace St, Muskegon, MI 49440; 231-724-6702.

FREQUENTLY ASKED QUESTIONS

When will an application be available and when is it due?

Application period will begin March 1, 2023. Applications must be submitted on or before March 31, 2023 by Midnight. Late applications will not be accepted. The Review Committee will submit recommendations to the Commission. The City Commission will review and make funding decisions at the April 25th General Commission meeting. Final Commission-recommendations announced to the public by April 26th.

For nonprofit applications, is a 501(c)(3) designation necessary to apply?

Yes. A 501(c)(3) IRS designation or tax-exempt status, for nonprofit organizations, is necessary to apply as evidenced from a copy of a current IRS Determination Letter. The organization must also be headquartered within the municipal boundaries of the City, as of March 3, 2021, and provide direct services to residents. Award funds shall not be spent on operations and maintenance of the nonprofit organization.

What type of projects would be permitted for eligible nonprofit organizations, under this grant?

According to Treasury's Final Rule, page 421 describes broad uses of ARP funds including: *(C) Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance.*

Applicants are encouraged to develop proposals that would fund one-time capital initiatives or special projects, which affect the most impacted and disproportionately impacted households in our community, instead of new programs to avoid any associated long-term operating costs. The capital initiatives or special projects are to be of short duration and have a stated outcome(s). Grant funds also offer a chance to develop partnerships to address challenges impacting the entire community.

Award funds shall not be spent on operations and maintenance of the nonprofit organization.

What type of small business is eligible to apply?

The small business must meet the U.S. Small Business Administration's small business size standards. This is a table of size standards to help small businesses assess their business size. This definition of "size" aligns with the SBA definition of a small business. SBA's Table of Size Standards provides definitions for North American Industry Classification System (NAICS) codes, that vary widely by industry, revenue and employment. It defines small business by firm revenue (ranging from $1 million to over $40 million) and by employment (from 100 to over 1,500 employees). For example, according to the SBA definition, a roofing contractor is defined as a small business if it has annual revenues of $16.5 million or less. But an Asphalt Shingle and Coating Material manufacturer is defined as a small business if it has fewer than 750 employees.

Those that must meet the U.S. Small Business Administration's small business size standards. The small business must be headquartered within the municipal boundaries of the City, as of March 3, 2021.

Applicants are encouraged to develop proposals that would fund one-time capital initiatives or special projects, which affect the most impacted and disproportionately impacted households in our community, instead of new programs to avoid any associated long-term operating costs. The capital initiatives or special projects are to be of limited duration and have a stated outcome(s). Grant funds also offer a chance to develop partnerships to address challenges impacting the entire community.

Award funds shall not be spent on operations and maintenance of the small business.

What type of projects would be permitted for eligible small businesses, under this grant?

According to Treasury's Final Rule, page 420 describes broad uses of ARPA funds including: *1) Programs, services, or capital expenditures that respond to the negative economic impacts of the COVID-19 public health emergency, including loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, or providing technical assistance; and (2) A program, service, capital expenditure, or other assistance that responds to disproportionately impacted small businesses, including rehabilitation of commercial properties; storefront and façade improvements; technical assistance, business incubators, and grants for start-ups or expansion costs for small businesses; and programs or services to support micro-businesses.*

What are the ineligible uses of ARPA Community Grant funding prohibited under federal law?

Deposits into pension funds; Payment of legal settlements or judgements; Matching funds for other Federal Grants; Payment of Debt; and Deposits into Financial reserves, stabilization or rainy-day funds.

Are faith-based organizations allowed to apply?

Yes, faith-based organizations are eligible to apply, with proof of tax-exempt status.

How will applications be submitted? What if I cannot use the on-line system?

Applications will be available and may be submitted through the City of Muskegon's website. This is the only way to submit applications. If you need a special accommodation, please email CityARPAGrant@shorelinecity.com for assistance or contact the City at 231-724-6702.

Once the application is submitted online, will we receive a confirmation from the city?

Yes, once your application is submitted, there will be an email confirmation sent to the assigned staff person. If you do not receive a confirmation, ensure all required fields have been completed, save again, and the Submit button should pop up. Click on the Submit button and then check your email for a confirmation. Be sure to check trash, spam, other, or junk folders.

For the budget, how do I submit the Excel document?

Use the link provided in the Application, first save or download a copy of the budget template in Excel, then complete the budget form, and upload to the Application. The budget template is also available on the City website for download.

Is there a weight given to certain city neighborhoods as it relates to the location of the program proposals?

No, there will not be weight given to the neighborhood in which project is proposed to be located. However, the Committee and City Commission will select project proposals which will be reflective of and beneficial to all city neighborhoods.

If submitted early, would applicants have an opportunity to garner feedback on the application?

No, applicants will not receive feedback on applications submitted.

What is a typical grant award amount, i.e., what is an appropriate funding request?

There is no typical grant award amount since each application is unique. Therefore, each applicant must demonstrate their funding needs based upon the program goals, objectives and outcomes as outlined in the application.

Who is involved in the City's ARPA Community Grant Review Committee?

Complete applications will be sent to the ARPA Community Grant Review Committee for consideration. The Committee will consist of one City Commissioner, one representative from each of the (4) City Commission Wards, and City Manager. Two representative(s) from local Community Based Organizations will also be included to act in an advisory role only. The Committee will rank eligible applications and send a list of recommended recipients and grant amounts to the City Commission for final approval. The City Commission will review and make funding decisions at the April 25th General Commission meeting. Final Commission-recommendations announced by April 26th. All decisions by the Commission are final.

If funded, how will the project funds be awarded to the applicant?

A disbursement of 50% of the funds will be made following authorization by the City Commission and execution of the Beneficiary Agreement. Additional funds shall only be disbursed after verification that the previous payment had been expended, in full, in accordance with the Agreement. The final 10% of the award will be withheld until the project is completed no later than December 31, 2026.

If an application is denied, will we receive an explanation?

Although applicants will not receive an explanation of denial, they will be issued a notice letter of non-award. Usually, denial is related to having limited funding available, so awards must be prioritized to the most urgent community needs.

WATCH MUSKEGON

City of Muskegon ARP Community Grant
Cover Sheet

Legal Name of Organization/Business	
Year Founded	Current Operating Budget
Executive Director/Owner	
Address	
Email	Phone Number
Contact Person if Different from Executive Director/Owner	
List any previous support from the City of Muskegon in the last 5 years	
Project Name	
Purpose of Grant	
Dates of Project	
through	
Amount Requested	Total Project Cost
Geographic Area Served	
By signing below, all parties certify the information contained in this application is true and accurate. You authorize the City of Muskegon to request additional information as needed. You agree to the stipulations included in the American Rescue Plan Act Community Grant packet.	
Signature, Chairperson, Board of Directors	**Date**
Signature, Executive Director	**Date**

For Office Use Only	
Received By:	Received Date:
Approved or Denied:	Date:

WATCH MUSKEGON

City of Muskegon ARPA Community Grant Application

Eligible applicants should first consult pages 13-14 of the Grant Guidelines for eligibility

Executive Summary

- Provide executive summary outlining why you are requesting this grant, what outcomes you hope to achieve, and how the funds will be spent if the award is made.

Click or tap here to enter text.

Purpose of Grant

- Statement of needs/problems to be addressed; description of target population and how your entity will benefit. The statement of need should explain how the grant funds will help overcome the "gap" between a current process and the desired outcome to accomplish the strategic goal/objective of the project proposal.
- Description of project goals and outcomes, measurable objectives, action plans, and statements as to whether this is a new or ongoing part of the sponsoring organization.
- List of other partners in the project and their roles.
- List of similar existing projects or agencies, if any, and explain how your agency or proposal differs, and what effort will be made to work cooperatively.
- Description of the active involvement of constituents in defining problems to be addressed, making policy, and planning the program.
- Description of the qualifications of key staff and volunteers, if any, that will ensure the success of the program. List of specific staff training needs for this project.
- Long-term strategies for funding this project at end of grant period.
- Describe how this request is compliant with the ARP Final Rule.

Click or tap here to enter text.

Timeline for Implementation

- Provide an anticipated timeline for the program, including dates for major milestones such as: start-up, construction, reporting, outreach, etc. Design the timeline to suit your program using the grid below:

Date(s)	Milestone/Accomplishment
Click or tap to enter a date.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.

Evaluation

- Plans for evaluation including how success will be defined and measured.
- Description of how evaluation results will be used and/or disseminated and, if appropriate, how the project will be replicated.
- Description of the active involvement of constituents in evaluating the program.

Click or tap here to enter text.

Budget Narrative/Justification

- Grant budget; use the Grant Budget Format that follows, if appropriate.
- A plan (on a separate sheet) that shows how each budget item relates to the project and how the budgeted amount was calculated.
- A list of amounts requested of other foundations, corporations and other funding sources to which this proposal has been submitted.
- List of priority items in the proposed budget, in the event we are unable to meet your full request.

Click or tap here to enter text.

Organization & Small Business Information

- Brief summary of organization's history.
- Brief statement of organization's mission and goals.
- For small businesses, include the applicable federal NAICS Industry Sector Code.
- Description of current programs, activities and accomplishments.
- Organizational chart, including board, staff and volunteer involvement, if available.

Click or tap here to enter text.

Attachments

- A copy of the current IRS determination letter indicating 501(c)(3) tax-exempt status.
- A list of Board of Directors with affiliations, if available.
- Letters of support should verify project need and collaboration with other organizations. (optional, but encouraged)
- Finances:
    - A copy of the most recent IRS Form 1040, Profit or Loss Statement.
    - Organization's current annual operating budget, including expenses and revenue.

- Most recent annual financial statement (independently audited, if available; otherwise, attached IRS Form 990).
- Annual Report, if available
- Any other relevant supporting material.

City of Muskegon ARPA Community Grant Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Please provide enough detail to accurately describe how the grant will be spent. For each category, be sure to describe the breakdown in the budget narrative.

1. Grantee:			2. Project Title:		
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	ARP Community Grant	Local Funding	Other Funding	Total
					$ -
					$ -
					$ -
					$ -
					$ -
Total		$ -	$ -	$ -	$ -

Salaries
Fringe Bene
Consultant
Insurance
Travel
Equipment
Supplies
Printing and
Telephone
Postage and
Constructio
Rent
Utilities
Maintenanc
Evaluation
Marketing
Other

AMERICAN RESCUE PLAN ACT (ARP) BENEFICIARY AGREEMENT BETWEEN THE CITY OF MUSKEGON AND

____

THIS AGREEMENT, entered into **this __ day of _______, 20___,** by and between the City of Muskegon, Michigan, a municipal corporation, ("City"), and **___________________**, ("Beneficiary")

WITNESSETH;

WHEREAS, the City is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, under the provisions of the ARPA, the City is required to report to the U.S. Department of Treasury the use of ARPA funds both by the City and by any beneficiary, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

A. **"Application"** refers to the Beneficiary's application to the City for funding under the SLFRF Program; contained in Attachment A.

B. **"Beneficiary"** refers to an individual or organization, e.g., business, non-profit, or educational institution that is a beneficiary of an assistance program established by the City using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").

C. **"CFR"** refers to the Code of Federal Regulations.

D. **"City"** refers to the City of Muskegon.

E. **"Recipient"** refers to the City of Muskegon.

F. **"Resolution"** refers to the resolution dated **___________,** by the City Commission of the City of Muskegon authorizing execution of this Agreement and/or payment of SLFRF funds to the Beneficiary.

G. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the City and the Beneficiary for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **$_________(Dollars),** from the City's SLFRF funds is awarded to the Beneficiary for **________________,** subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the City or Beneficiary have not fulfilled their obligation under the SLFRF requirements or the City determines that the Beneficiary has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the City demands reimbursement of expenses paid under this Agreement, the Beneficiary shall provide said reimbursement from non-federal sources within ten days of said notice. The Beneficiary further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Beneficiary 's responsibility to insure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Beneficiary will provide those activities described in Attachment A. The Beneficiary further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Beneficiary will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Beneficiary agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Beneficiary agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement and shall be binding on the Beneficiary.

C. FINANCIAL MANAGEMENT

1. The Beneficiary agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Beneficiary further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. The Beneficiary shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Beneficiary shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Beneficiary shall duly record the date and amount of such quotations and retain these records in its files.

2. The Beneficiary shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Beneficiary.

2. The Beneficiary shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Beneficiary will collect and have on file records which demonstrate that the Beneficiary has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Beneficiary shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include <u>but not be limited to</u>:

    a. Records providing a full description of each activity undertaken with SLFRF funds;

    b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;

    c. Records required to determine the eligibility of activities;

    d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);

    e. Records that demonstrate that each project meets the property standards;

    f. Records that demonstrate compliance with the requirements of the SLFRF Program;

    g. Financial records as required by SLFRF Program; and

    h. Other records necessary to document compliance with the SLFRF Program.

2. The Beneficiary shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.

3. The Beneficiary will comply with any additional documentation requirements or subsequent agreements between the City and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Beneficiary will make available files and records of activities related to this Agreement to representatives of the City and its designees, the City's Independent Auditor, and officials of the U. S. Department of Treasury.

2. The City, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Beneficiary which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Beneficiary shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Beneficiary shall, at its own expense, obtain and submit to the City within three (3) months of the end of the Beneficiary 's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the City.

2. Failure of the Beneficiary to comply with the above audit requirements will constitute a violation of this contract and may result in the City banning the Beneficiary from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Beneficiary shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications

established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Beneficiary shall file with the City Clerk of the City of Muskegon, a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

A. All SLFRF funds will be made in a single payment to Beneficiary.

B. When the administrative requirements of this Agreement are met by the Beneficiary, payments will be made.

C. The Beneficiary shall at all times maintain close communication with the City with respect to Beneficiary's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

A. The Beneficiary shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the City and obtaining, at the Beneficiary's own expense, all permits required for the performance of the services covered by this Agreement.

B. Any and all property improvements performed under this Agreement must be inspected by City staff.

SECTION 8: SUBCONTRACTS

A. The Beneficiary shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation of the selection process upon request.

B. The Beneficiary shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

C. The Beneficiary shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Beneficiary is for the acts and omissions of persons directly employed by the Beneficiary.

D. Nothing contained in this Agreement shall create any contractual relationship between the City and any subcontractor.

E. The Beneficiary will monitor all subcontracted services on a regular basis to assure contract compliance. The Beneficiary shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the City. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the City. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Beneficiary shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Beneficiary's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. <u>Nondiscrimination in the Provision of Services</u>

The Beneficiary agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Beneficiary shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,

2. Title VIII of the Civil Rights Act of 1968, as amended,

3. Section 109 of Title I of the Housing and Community Development Act of 1974,

4. Section 504 of the Rehabilitation Act of 1973,

5. The Americans with Disabilities Act of 1990, and

6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Beneficiary agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Beneficiary will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Beneficiary shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Beneficiary has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the City, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Beneficiary shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the City of Muskegon, or have executed a Letter of Agreement obligating said Beneficiary to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Beneficiary to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:

    a. Including qualified small and minority businesses on solicitation lists.

    b. Assuring that small and minority businesses are solicited whenever they are potential sources.

c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.

e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.

2. The Beneficiary shall take similar, appropriate affirmative action in support of women's business enterprises.

3. Beneficiary is encouraged to procure goods and services from labor surplus areas.

C. <u>EEO/AA Statement</u>

The Beneficiary will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. <u>Notification</u>

1. The Beneficiary agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the City setting forth the provisions of this Section.

2. The Beneficiary will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representatives of the Beneficiary's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. <u>Subcontract Provisions</u>

The Beneficiary will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the City for payment of services performed under this Agreement is the SLFRF provided to the City by Treasury. The Beneficiary agrees that in the event that the SLFRF is reduced or withheld by Treasury, the City shall not be liable for payment from any City fund other than the SLFRF Program, in which case the Beneficiary further agrees that the maximum sum payable under this Agreement may be reduced by the City.

The Beneficiary expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the City of Muskegon. In the event that such funds are not received by the City for any reason, the Beneficiary expressly agrees and covenants to hold and save harmless the City or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Beneficiary.

SECTION 13: CITY OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Beneficiary that the City's total commitment to activities covered in this Agreement is not to exceed **(dollars) ($_______),** and that the City has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

A. The City and Beneficiary acknowledge that the Beneficiary is an independent contractor in all of the Beneficiary's activities and that in the course of such activities, at no time do the Beneficiary, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Beneficiary become the agents of the City for any purpose, and at no time shall the City become liable in any manner whatever for any of the actions or activities of the Beneficiary, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Beneficiary.

In the event any person shall undertake to hold the City liable for any conduct or activities of the Beneficiary, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Beneficiary, the Beneficiary expressly agrees to hold the City harmless of and from any such liability.

B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the City and the Beneficiary. The City shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Beneficiary. If any portion of the Beneficiary's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Beneficiary is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

A. This Agreement shall become effective **_________, 2023**.

B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the City. The Beneficiary may request an extension of the grant period in writing from the City Manager.

C. This Agreement may be terminated by the City for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Beneficiary.

D. The Beneficiary's obligation to the City shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.

G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Beneficiary shall have no claims for damages against the City on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Beneficiary shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the City within ten (10) days of sale. In the event that the balance of funds held in the Beneficiary's SLFRF Account is not sufficient to repay SLFRF funds received by Beneficiary, the Beneficiary must provide a written explanation to the City at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.

B. The City or the Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City Commission of the City of Muskegon and the Beneficiary's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Beneficiary from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Beneficiary agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Beneficiary further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Beneficiary hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

1. All employees of the Beneficiary and their families, including spouses, minor children and other relatives who are residents of their household.

2. All members of the Beneficiary's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.

3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.

3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:

   a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;

   b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;

   c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. <u>Exceptions</u>

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the City. The Beneficiary shall submit a written request for such a waiver to the City's City Manager.

2. Requests for waivers shall include the following information:

   a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:

   b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:

      (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

      (3) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;

(4) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(5) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and

(6) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Beneficiary may copyright or patent such, but the City and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF CITY	ADDRESS OF BENEFECIARY
City Manager **City of Muskegon** **P.O. Box 536 (if mailed)** **Muskegon, MI 49443**	

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.

2. No officer, employee, or member of the governing body of the City who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Beneficiary certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Beneficiary certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by the Beneficiary for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.

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

3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Beneficiary must notify the City.

4. The Beneficiary shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. POLITICAL ACTIVITY PROVISION (HATCH ACT)

The Beneficiary agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY

The Beneficiary agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the City or the Beneficiary to such third parties, or to permit anyone other than the City and the Beneficiary to rely upon the agreements herein contained. The Beneficiary shall not assign or transfer any interest in this Agreement without the prior written consent of the City of Muskegon.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

CITY OF MUSKEGON, MICHIGAN

BY:	BY:
____________________	____________________
Ken Johnson, Mayor	Name President
ATTEST:	WITNESS:
____________________	____________________
Ann Marie Meisch, City Clerk	Name Secretary

ATTACHMENT A

PROPOSAL FOR SLFRF FUNDING – ___________

ATTACHMENT B

CITY OF MUSKEGON, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT

The Beneficiary, hereby assures and certifies that:

(a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.

(b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Beneficiary to act in connection with the agreement and to provide such additional service information as may be required.

____
Name and Title

ATTACHMENT C
CITY OF MUSKEGON, MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Beneficiary hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Beneficiary further understands that the City shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Beneficiary requires clarification of these laws or regulations, it shall be the Beneficiary's responsibility to contact the City or the U.S. Department of Treasury.

The Beneficiary acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

____
Name and Title

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: Feb. 14, 2023	Title: Adelaide Pointe – First Addendum
Submitted By: Jonathan Seyferth	Department: City Manager

Brief Summary:

This addendum outlines the public items that the City will bond for and receive Tax Increment Financing (TIF) reimbursement. Total bonding will not exceed $10.5 million which is a level of funding the Commission had previously agreed to.

Detailed Summary & Background:

The specific items that will be bonded for on the City side include public roads, water, sewer, storm sewer infrastructure, a public fishing pier (this will extend along the west finger of the peninsula and be accessed via a permanent public easement) we'll also bond for the cost of a public park improvements within the development. Park improvements will only be on public property or on property which will be incumbered with a permanent easement.

Total bonding will not exceed $10.5 million and the City will be repaid its bond investment via our portion of the tax capture.

The TIF will be divided 50/50 between the City and the development company until we are paid back for our portion of the investment.

To help mitigate our risk the City is placing a $2 million consent special assessment on the property. If the developer fails to perform, the City can trigger that special assessment after written notification to the developer and giving the developer an opportunity to cure the issue. Additionally, the developer's Bank is providing a letter of credit to the title company that if the development does not perform it would trigger a performance funding mechanism that would fund the construction of the first condo building up to the "must builds" to make the build out of the individual condos viable. Furthermore, the developer will provide to the City copies of a minimum of 22 signed agreements for condos that are irrevocable, meaning once the must builds are complete those condos will be built.

The developer must provide copies of the letter of credit and the signed agreement before the City will enter the final stage of the bonding process. The point of the additional documentation is to help ensure the City will be able to collect on the TIF to repay our debt. However, there is always risk associated with any development and staff has taken steps to mitigate some of that risk.

The City has also built additional controls into the agreement regarding steps in the bonding process. The objective is to ensure that before the final bond decision is made that we have a clear idea of how and where dollars will be spent. The agreement also makes clear the City will NOT kick in for any additional expenses about the $10.5 million.

The State needs to see this agreement as part of a MEDC review later in February.

Goal/Focus Area/Action Item Addressed:

Goal 1 – Destination Community/Quality of life. The project will enhance access to the waterfront (key focus area); Goal 2 – Economic Development, Housing and Business. The project will diversify housing options within the City (key focus area),

Amount Requested:	Amount Budgeted: *Contact Finance if your item does not fit into the current budget.*
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: I motion to recommend for approval the First Addendum between Adelaide Pointe Development and the City of Muskegon and authorize the Mayor and Clerk to sign.

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

For City Clerk Use Only:

Commission Action:

DRAFT
02/09/23

FIRST ADDENDUM TO FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

ADELAIDE POINTE

This FIRST ADDENDUM TO FIRST AMENDMENT TO DEVELOLPMENT AND REIMBURSEMENT AGREEMENT (“Agreement”) is made __________, 2023 (“Effective Date”) between the **City of Muskegon Brownfield Redevelopment Authority** (“Authority”), a Michigan public body corporate, with an address of 933 Terrace Street, Muskegon, MI 49440 (“Authority”), **City of Muskegon**, a Michigan Municipal Corporation (“City”), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qozb, LLC** (“APQ”), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. Authority, City and APQ are at times referred to as a “Party” or together as “Parties”.

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon.

The City owns certain property adjacent to, and to the east of, the APQ Property commonly known as Hartshorn Marina which the City has previously used for public small boat slip rentals and related activities. The APQ Property and the City Property may be collectively referred to as the “Property”.

APQ and the City have entered into a “Cooperative Use and Development Agreement” which substantiates APQ’s and the City’s desire to a) utilize each other’s specified property for beneficial use b) cooperate in the pursuit of funding for improvements to each other’s Property c) assist one another with applications and approvals for improvements and d) make improvements as specified in the APQ PUD approved by the City Commission on September 13, 2022.

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas (“Development”). The specific improvements to be included in the Development will be defined in the Cooperative Use Agreement, addendums to this Agreement and the Planned Unit Development Agreement (“PUD”) (“Development Agreements”).

Authority, City and APQ entered into a Development and Reimbursement Agreement effective ____, 202___, which was approved by the Authority on November 9, 2021 and by the City on November 23, 2021. Pursuant to that Agreement, APQ and City were to perform “eligible activities” and be reimbursed, as defined and provided for in that Agreement.

Authority, City and APQ entered into a First Amendment to Development and Reimbursement Agreement effective ____, 2022, which was approved by the Authority on December 13, 2022 and by the City on December 13, 2022. Pursuant to that Agreement, APQ is to provide addendums to the City that detail discrete development projects and to the extent the addendums represent "eligible expenses", such shall be presented to the Authority.

THEREFORE, THE PARTIES AGREE TO THE FOLLOWING ADDENDUM AS FOLLOWS:

1. By June 1, 2023, APQ shall commence construction of a 55 unit residential building(s), which may or may not be marketed and owned as condominiums, and which shall be completed by December 31, 2024.[1] The location and number of building(s) shall be as provided in the then most recent PUD, as approved by City and attached as Exhibit A. By April 1, 2023, APQ shall provide seven sets of signed and sealed plans and permit applications for all aspects of construction, in particular building plans, plans for all trades (plumbing, electric, HVAC, etc.), and fire suppression, with payment of the fees associated with the permits, to SafeBuilt.

2. By June 1, 2023, APQ shall commence construction of a marina and completed by December 31, 2024. The marina shall consist of 233 boat slips. Within 45 days of sealed plans and state permits being obtained, City shall authorize the construction of and reimburse developer for a breakwater. By April 1, 2023, APQ shall provide signed and sealed plans and permits for all aspects of construction, in particular building plans. Within 45 days of sealed plans and state permits being obtained, APQ shall provide a recordable perpetual easement, including a metes and bounds description, to the City from a mutually agreeable location on the existing trail to the breakwater/fishing pier for public access to the breakwater/fishing pier, a copy of the proposed easement is attached as Exhibit B. By completion of construction of the breakwater/fishing pier but no later than June 1, 2024, APQ shall provide a recordable perpetual easement, including a metes and bounds description, with title insurance paid for by APQ insuring the City's easement, for the breakwater/fishing pier and public access to the breakwater.

3. By June 1, 2023, APQ shall commence construction of a three-story mixed-use building with ground level retail and office space (approximately 14,700 gross square feet), a second floor restaurant (approximately 3,700 square feet) and a third floor deck area (approximately 3,700 square feet) which shall be completed by December 31, 2024. The location and number of building(s) shall be as provided in the then most recent PUD, as approved by City and attached as Exhibit A. By April 1, 2023, APQ shall provide seven sets of signed and sealed plans and permit applications for all aspects of construction, in particular building plans, plans for all trades (plumbing, electric, HVAC, etc.), and fire suppression, with payment of the fees associated with the permits, to SafeBuilt

[1] For paragraphs 1, 3, and 4, "commence construction" shall mean the installation of the foundation and "complete construction" shall mean the issuance of a certificate of occupancy".

4. By August 1, 2023, APQ shall commence construction of a “boater services building”. The boater services building shall be as provided in the most recent PUD, as approved by City and attached as Exhibit A, and which shall be completed by December 31, 2024. By June 1, 2023, APQ shall provide seven sets of signed and sealed plans and permit applications for all aspects of construction, in particular building plans, plans for all trades (plumbing, electric, HVAC, etc.), and fire suppression, with payment of the fees associated with the permits, to SafeBuilt

5. By April 1, 2023, APQ shall provide to TransNation Title Agency of Michigan Lakeshore Division (“TransNation”), with a copy to the City’s City Manager, a letter of credit from APQ’s lender in an amount sufficient to commence and complete the construction of the shell of the building such that it is dry and secure. By April 1, 2023, APQ shall provide to the City’s City Manager proof of signed purchase agreements for 22 units of the 55 units in the residential building(s). A copy of the fully executed letter of credit must be provided to City’s City Manager at least 30 days prior to the awarding of the municipal bonds provided for in paragraph 8. The letter of credit may be used by TransNation to pay for the completion of the shell of the residential building(s).

6. By April 1, 2023, APQ and City shall enter into a $2 million consent special assessment as evidenced by Exhibit C. If APQ has not met any completion date for any portion of Phases I through III as specified in paragraphs 1 through 4, City may provide written notice of the failure to satisfy a completion date and APQ shall have 90 days after receipt to cure the failure. If APQ fails to cure the failure to meet the completion date, the City may impose the special assessment and place the $2 million special assessment on the tax rolls. The consent special assessment shall be used to reimburse City and/or Authority any monies, excluding funds that have been re-imbursed by tax capture, necessary for any municipal debt resulting therefrom.

7. By June 1, 2023, APQ shall commence construction for all roads, water mains, sanitary sewer, storm water infrastructure and breakwater/fishing pier for all structures in Phases I through III as described in paragraphs 1 through 4. Forty-five days prior to commencement of construction, APQ shall provide to City construction drawings and accepted bids for the roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier and park, with park amenities. City may, with city staff and/or an agent, review, approve, recommend modifications or reject proposed construction drawings and bids. If City recommends modification or rejects the construction drawings or bids, APQ shall have such revised to satisfy City. Construction of the roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier, and park, with park amenities, shall meet City’s standards. All invoices for design and construction expenses for roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier, and park, with park amenities shall be presented directly to City’s engineer and City engineer shall forward to the Authority for payment of approved eligible expenses and reject all other invoices. Authority shall pay contractors directly as provided for below.

8. Within 30 days of execution of this Agreement, City and/or Authority shall commence the process of selling municipal bond(s) by scheduling public meetings to adopt necessary resolutions. City and BRA, in its sole discretion shall decide which entity, or both, will issue the municipal bond(s) required by this paragraph. APQ acknowledges that City must have the documents and construction bids required in Paragraphs 1 through 7 above, inclusive, and such must be acceptable to City or Authority, in its sole discretion, in order to issue the municipal bond(s). City and/or Authority are not required to issue the municipal bond(s) until all structures in Phases I through III as described in paragraphs 1 through 4 have commenced construction. The municipal bond(s) will be in an amount sufficient to pay for engineering work necessary for the design and construction of the roads, water mains, sanitary sewer, storm water infrastructure breakwater/fishing pier and a park, with park amenities, on mutually agreeable property, plus the City's anticipated expense for City's retained engineer to inspect the drawings and construction while it is occurring, in the amount not to exceed $10.5 million, with such bond proceeds being used only for the design and construction of the roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier, and a park plus the City's anticipated expense for City's retained engineer to inspect the drawings and construction while construction is occurring. To the extent any Authority or City money is used for the design or construction of municipal improvements on private property, APQ shall grant a permanent easement which cannot be terminated by APQ for any reason or a deed from APQ to the City. The roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier, and park, including park amenities, shall be at mutually agreeable locations. If the cost of the roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier and a park, with park amenities, may exceed $10.5 million, in City's sole discretion, then either Developer shall commit and pre-fund the excess or City shall have the authority to revise construction plans to reduce the overall cost or eliminate any aspect of the public improvements.

9. Prior to the sale of municipal bonds, Authority, City and APQ shall be reimbursed for eligible expenses pursuant to the Amendment to Development and Reimbursement Agreement, except that only City's engineer shall submit invoices to the Authority and the Authority shall pay directly to APQ for expenses for roads, water mains, sanitary sewer, storm water infrastructure and breakwater/fishing pier. APQ shall submit invoices for eligible expenses, excluding invoices relating to roads, water mains, sanitary sewer, storm water infrastructure and breakwater/fishing pier, to the Authority.

10. After the sale of municipal bonds, and subject to the bond proceeds, pursuant to Amendment to Development and Reimbursement Agreement Paragraph 7(a), Authority shall reimburse APQ 90% of the eligible expenses relating to the engineering and construction of the roads, water mains, sanitary sewer, storm sewer water infrastructure, breakwater/fishing pier, and park, with park amenities, pursuant to Amendment to Development and Reimbursement Agreement Paragraph 7(a), with the remaining 10% held by the Authority until the roads, water mains, sanitary sewer, storm water infrastructure and breakwater/fishing pier are accepted by the City. Authority shall

approve or reject invoices based upon City's and Authority's agent(s) recommendation within 30 days of submission and payment shall be made promptly after approval. APQ shall have the right to revise any rejected invoices.

11. The Authority shall retain funds, reimburse City, and reimburse APQ from tax captured revenues as follows:

    a. Authority shall retain $10,000 each calendar year for its administrative fee;

    b. Provided City fulfills the obligations of this Addendum, in particular issuing municipal bonds provided for in paragraph 7, City shall be paid or Authority shall retain 50% of the remaining tax captured revenues. City's engineer shall submit invoices for eligible expenses attributable to the roads, water mains, sanitary sewer, storm water infrastructure, breakwater/fishing pier, and park, with park amenities;

    c. Provided APQ fulfills its obligations to build structures provided for in Phases I through III, APQ shall be paid 50% of the remaining tax captured revenues after payments required by Paragraph 10(a) and 10(b) above are satisfied, for the Eligible Activities.

    d. After City has been paid for all principal and interest payments for the municipal debt provided by this Addendum, then the obligations provided for in this Addendum shall be satisfied and future tax captured revenues shall be used as provided for in the First Amended Development and Reimbursement Agreement.

11. As to all other respects, the First Amendment to Development and Reimbursement Agreement shall continue in force as if restated herein.

AUTHORITY:

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public body

BY________________________

Name: Martha Bottomley
Title: Chair
Date: ____________________, 2023

4887-5647-1631.v1

BY: ___________________________

Name:
Title: Secretary
Date: ______________________, 2023

CITY:

CITY OF MUSKEGON,
a municipal corporation

BY___________________________

Name: Ken D. Johnson
Title: Mayor
Date: ______________________, 2023

BY: ___________________________

Name: Ann Meisch
Title: Clerk
Date: ______________________, 2023

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By______________________________
Name: Ryan M. Leestma
Title: Owner
Date: ______________________, 2023

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Second amendment to the Planned Unit Development at Adelaide Point (1148 & 1204 W Western Ave)
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Request to amend the final Planned Unit Development at 1148 & 1204 W Western Ave (Adelaide Point).

Detailed Summary: Changes from the last approved plan include the following:

- Condo building one (west waterfront side of development) rotated slightly to avoid the bike trail.
- Swimming pool from condo building one removed.
- East basin boat launch removed. Boats will now be launched at the Hartshorn launch ramp. It will remain open to the public and also be used to launch boats from the proposed Hartshorn Village boat storage building.
- Boat condo structures (C6) combined into one building.

A motion to recommend approval of the PUD was approved by a 5-1 vote.

Goal/Focus Area/Action Item Addressed: Goal 1: Destination Community & Quality of Life/Improved access to waterfront

Goal 2: Economic Development, Housing and Business / Progress toward completion of ongoing economic development projects / Complete Adelaide Point public improvements.

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

Recommended Motion: To approve the request to amend the final Planned Unit Development at 1148 & 1204 W Western Ave (Adelaide Point).

Approvals:	Guest(s) Invited / Presenting

Immediate Division Head	☒	Information Technology	☐		
Other Division Heads	☒	Communication	☐	Yes	☒
Legal Review	☐			No	☐

For City Clerk Use Only:

Commission Action:

SHEET NOTES:

C COMMERCIAL BUILDINGS
- C1 ADELAIDE POINTE OFFICES
- C2 LIGHT INDUSTRY
- C3 WAREHOUSING / BOAT STORAGE
- C4 WAREHOUSING / BOAT STORAGE
- C5 RETAIL /BOAT SERVICE / BOAT STORAGE
- C6 WAREHOUSING / BOAT STORAGE
- C8 WAREHOUSING / BOAT STORAGE
- C9 WAREHOUSING / BOAT STORAGE

R RESIDENTIAL BUILDINGS
- R1 CONDOMINIUM BUILDING
- R2 CONDOMINIUM / COMMERCIAL
- R3 CONDOMINIUM / COMMERCIAL
- R4 CONDOMINIUM BUILDING
- R6 APARTMENT BUILDING

B MIXED USE BUILDING / AMENITIES
- B1 SALES / RETAIL / RESTAURANT
- B3 BOATER SERVICES
- B4 POOL

M MARINA / MARINA SERVICES
- M1 WET SLIP MARINA
- M2 TRANSIENT SLIPS
- M3 SLIP ACCESS POINT
- M4 PILE SUPPORTED STRUCTURE WITH STEEL SHEET PILE WAVE FENCE
- M5 SLIP WELL / RAMPS
- M6 FUEL DOCKS

A PUBLIC AMENITIES
- A1 BIKE & PEDESTRIAN TRAILS
- A2 WEST POINT PARK
- A3 LINEAR PARKS
- A4 EAST BASIN PARK
- A7 BIKE RACKS
- A8 EVENT LAWN
- A9 ON STREET PARKING
- A10 OFF STREET PARKING
- A12 PARKING GARAGE ACCESS

Project :

ADELAIDE POINTE
1204 WEST WESTERN AVENUE
MUSKEGON, MI 49441
P: (855) MKG-LAKE
https://www.adelaidepointe.com

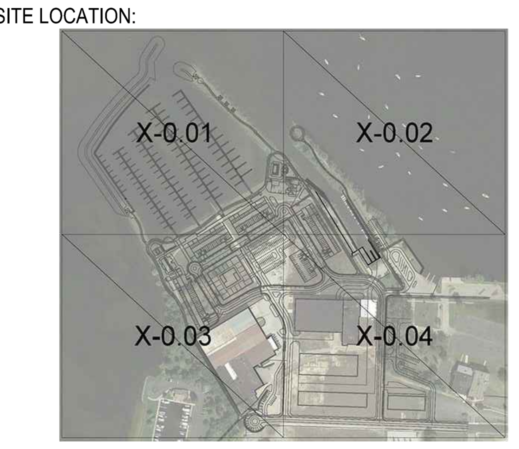
Consultants:

Edgewater resources
518 BROAD STREET
SAINT JOSEPH, MI 49085
P: (269) 932.4502
www.edgewaterresources.com

architektura PLC
1609 PINERIDGE DR
GRAND HAVEN, MI 49417
P: (616) 843-1002
www.architekturaplc.com/

KA
KORB + ASSOCIATES ARCHITECTS
648 N. PLANKINTON AVE.
SUITE 240
MILWAUKEE, WI 53203
P: (414) 273-8230
www.kaa-arch.com

SITE LOCATION:



REVISION Date:	12/06/2022
Project No:	21-004
1	REVISION - 12/23/2022
2	REVISION - 02/09/2023

NORTH

Scale: 1"=100'-0" @ 24x36
0 100' 200'

Seal:

Project Phase:
PUD SUBMITTAL

Sheet Title:
SITE PLAN

Sheet Number:
C-1.00

P:\2021\21-004 AP\CAD\SHEETS\PUD\C-SHEETS\C-1.00 SITE PLAN.DWG

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 14, 2023	Title: Second amendment to the Planned Unit Development at Hartshorn Village (920, 1050, 1060, 1000 and 1010 W Western Ave)
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Request to amend the final Planned Unit Development at 920, 1050, 1060, 1000 and 1010 W Western Ave (Hartshorn Village).

Detailed Summary: Changes from the last approved plan include the following:

- The next phase (Phase 2) of the single-family development has been reduced in size to what is now indicated on the plans. An additional 10 units (units 11-20) are proposed. With the reduced scope of Phase 2, the existing access from W Western to the parking area along the lake will remain. Development plans for the remaining property west of the access drive is yet to be determined. Once plans are finalized, the applicant will submit plans outlining the details. The parking lot to the north of the bike path, adjacent to the lake, will also remain. Previous plans depicted this area as public green space.

- For the west parcel adjacent to Adelaide Point a boat storage facility will be constructed in the area previously approved for eight single-family houses and a 17-unit condo building. The facility will provide winter storage and short-term seasonal storage and launching of boats for customers. Boats will need to be transported over the bike path. The proposed bike path is planned to stay in place, but it will be barricaded off when a boat is being launched. There will be a new alternate bike path around the building for when that happens. Please note that the Adelaide Point development is no longer planning on using their east basin to launch boats. Boats from that development will also be using the Hartshorn launch ramp as well as the general public.

- The existing parking for Fricano's Place will remain as it currently is and the new parking to the west will be eliminated.

- The Hartshorn Village Condominium will be amended and all documents revised to convert the condominium from a traditional condominium to a site condominium.

A motion to approve the PUD with conditions was approved by a 4-3 vote. The conditions included:

- Stormwater permit is issued by the City Engineering Department
- 10-inch concrete to be installed where forklift operates.

- Bike path is elevated near the wetlands.
- Future community (building) and pool location be removed.
- That the gate from the large boat basin be removed.

These conditions have been met with updates to the site plan. The stormwater permit is currently being amended.

Goal/Focus Area/Action Item Addressed: Goal 1: Destination Community & Quality of Life/Improved access to waterfront

Goal 2: Economic Development, Housing and Business / Progress toward completion of ongoing economic development projects / Increase variety of housing types.

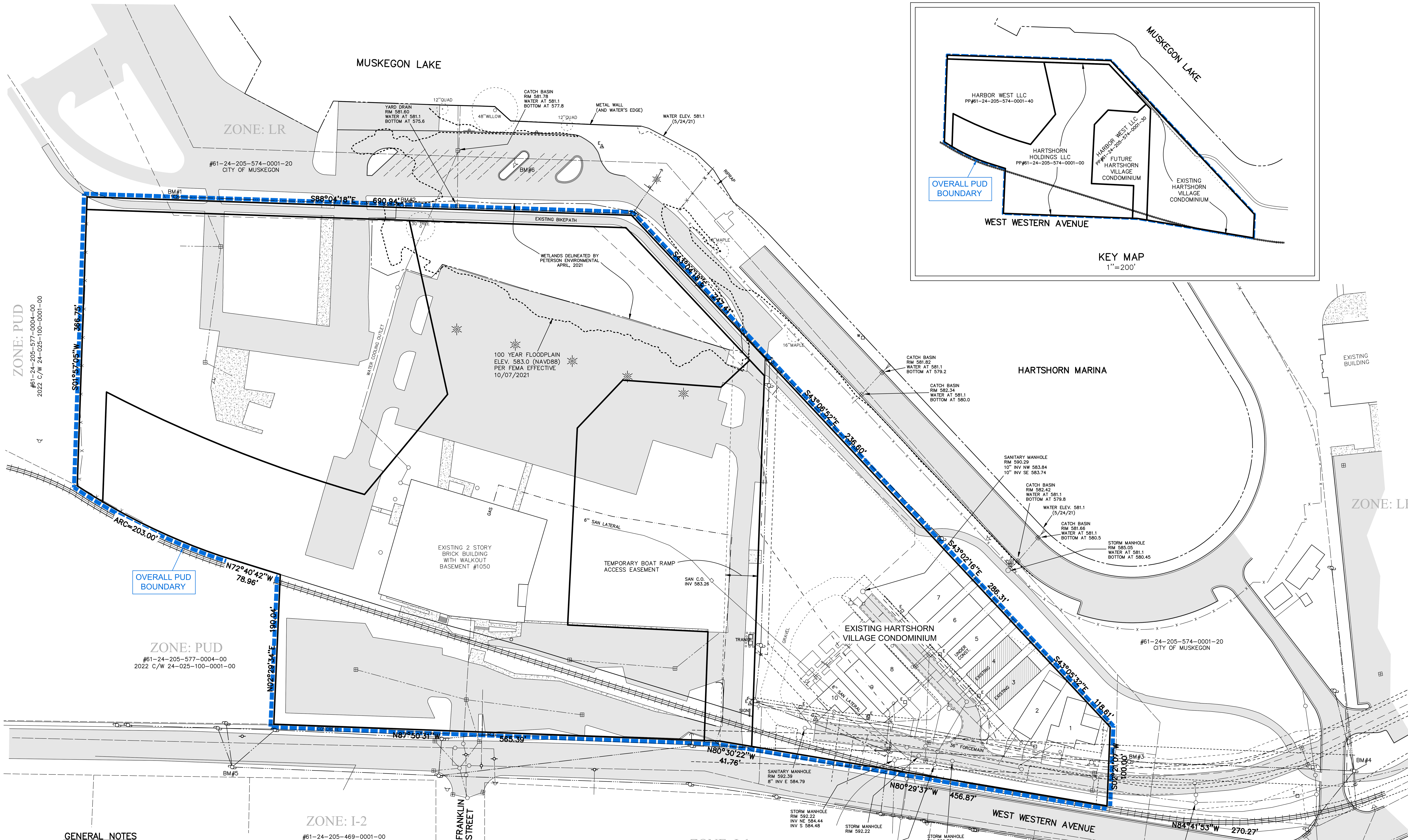
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

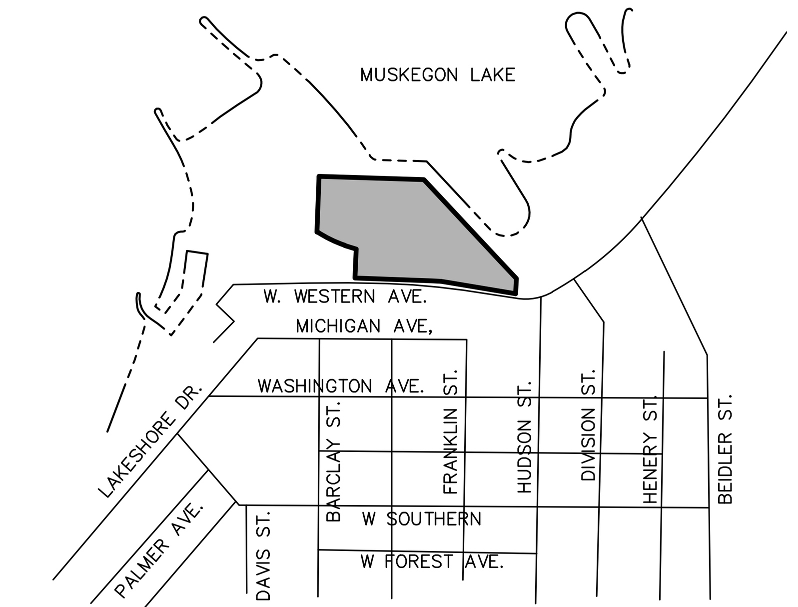
Recommended Motion: To approve the request to amend the final Planned Unit Development at 920, 1050, 1060, 1000 and 1010 W Western Ave (Hartshorn Village) with the condition that a stormwater permit is issued from the Engineering Department.

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

For City Clerk Use Only:

Commission Action:





LOCATION MAP

BENCHMARK #1 ELEV. 586.45 (NAVD88) TOP OF 80D SPIKE IN WEST SIDE UTILITY POLE (1.7' A/G)

BENCHMARK #2 ELEV. 583.95 (NAVD88) TOP OF RR SPIKE IN SOUTH SIDE UTILITY POLE (2' A/G)

BENCHMARK #3 ELEV. 590.11 (NAVD88) TOP OF RR SPIKE IN NORTH SIDE UTILITY POLE (0.9' A/G)

BENCHMARK #3 ELEV. 590.11 (NAVD88) TOP OF RR SPIKE IN NORTH SIDE UTILITY POLE (0.9' A/G)

BENCHMARK #4 ELEV. 588.93 (NAVD88) TOP OF RR SPIKE IN NORTH SIDE UTILITY POLE (1' A/G)

BENCHMARK #5 ELEV. 594.25 (NAVD88) TOP OF SPINDLE IN NORTH SIDE UTILITY POLE

BENCHMARK #6 ELEV. 583.52 (NAVD88) TOP OF W'LY FLANGE BOLT ON HYDRANT

GENERAL NOTES

1. TOPO AND BOUNDARY INFORMATION FROM WESTSHORE ENGINEERING AND SURVEYING AND UPDATED BY EXXEL ENGINEERING BASED ON EXISTING FIELD CONDITION CHANGES.
2. UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATION OR SHOWING ALL UTILITIES IN THE AREA.
3. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-582-7171

FLOODPLAIN INFORMATION

SUBJECT PROPERTY LIES WITHIN FLOOD ZONE AREAS "AE" (AREAS OF 100 YEAR FLOOD HAZARD WITH BASE FLOOD ELEVATION 583.0), AND "X" (AREAS OF MINIMAL FLOOD HAZARD) PER COMMUNITY NUMBER 260161 PANEL 26121C0257E CITY OF MUSKEGON DATED OCTOBER 7, 2021.

UTILITY INFORMATION

CITY OF MUSKEGON SANITARY SEWER, STORM SEWER AND WATER	231-724-4100
COMCAST-CABLE	888-266-2278
VERIZON-TELEPHONE	800-483-5600
CONSUMERS ENERGY	800-477-5050
MICH-CON	800-477-5000

OVERALL PUD DESCRIPTION:

THAT PART OF BLOCK 574 OF THE REVISED PLAT (OF 1903) OF THE CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 574; THENCE N84°41'53"W 270.27 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST WESTERN AVENUE TO THE POINT OF BEGINNING; THENCE N80°29'37"W 498.63 FEET ALONG SAID NORTH RIGHT-OF-WAY; THENCE N87°50'31"W 565.39 FEET ALONG SAID NORTH RIGHT-OF-WAY; THENCE N02°29'34"E 190.04 FEET TO THE NORTHERLY LINE OF THE C&O RAILROAD RIGHT-OF-WAY; THENCE N72°40'42"W 79.23 FEET ALONG SAID RR ROW; THENCE NORTHWESTERLY 203.00 FEET ALONG THE ARC OF A 792.59 FOOT RADIUS CURVE TO THE RIGHT, BEING ALONG SAID RR ROW, THE CHORD OF WHICH BEARS N63°57'08"W 202.45 FEET; THENCE N01°57'05"E 366.74 FEET; THENCE S88°04'18"E 690.94 FEET; THENCE S43°04'18"E 247.41 FEET; THENCE S43°06'52"E 236.60 FEET; THENCE S43°02'16"E 286.31 FEET; THENCE S43°05'32"E 118.61 FEET; THENCE S02°21'07"W 100.00 FEET TO THE POINT OF BEGINNING. (THE PREVIOUS 6 COURSES BEING ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF HARTSHORN VILLAGE)

LEGEND

= EXISTING BLACKTOP
= EXISTING CONCRETE
= EXISTING STORM SEWER
= EXISTING SANITARY SEWER
= EXISTING WATERMAIN
= EXISTING BURIED TELEPHONE LINE
= EXISTING BURIED GAS LINE
= EXISTING BURIED ELECTRIC LINE
= UTILITY POLE & GUY WIRE
= LIGHT POLE
= SIGN
= HYDRANT
= VALVE
= CATCH BASIN
= MANHOLE
= BURIED GAS LINE MARKER
= TELEPHONE BOX
= FENCE LINE
= OVERHEAD WIRES

1' CONTOUR INTERVAL

SCALE: 1" = 60'

EXISTING CONDITIONS

HARTSHORN VILLAGE CONDOMINIUM – PUD AMENDMENT

FOR: HARBOR WEST LLC
C/O RYAN LEESTMA
1204 WEST WESTERN AVENUE
MUSKEGON, MI 49441

PART OF THE NE 1/4, SECTION 25, T10N, R17W, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN

DATE	REVISION	BY
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01/10/23	REV PER CITY ENG COMMENTS 1/3/23	JDR
12/27/22	SUBMIT FOR REVISED PUD (LEESTMA)	JDR
05/16/22	REV. STORMWATER MNGMT.	JDR
03/28/22	ADD EXISTING UTIL. POLE	JDR

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planners · engineers · surveyors
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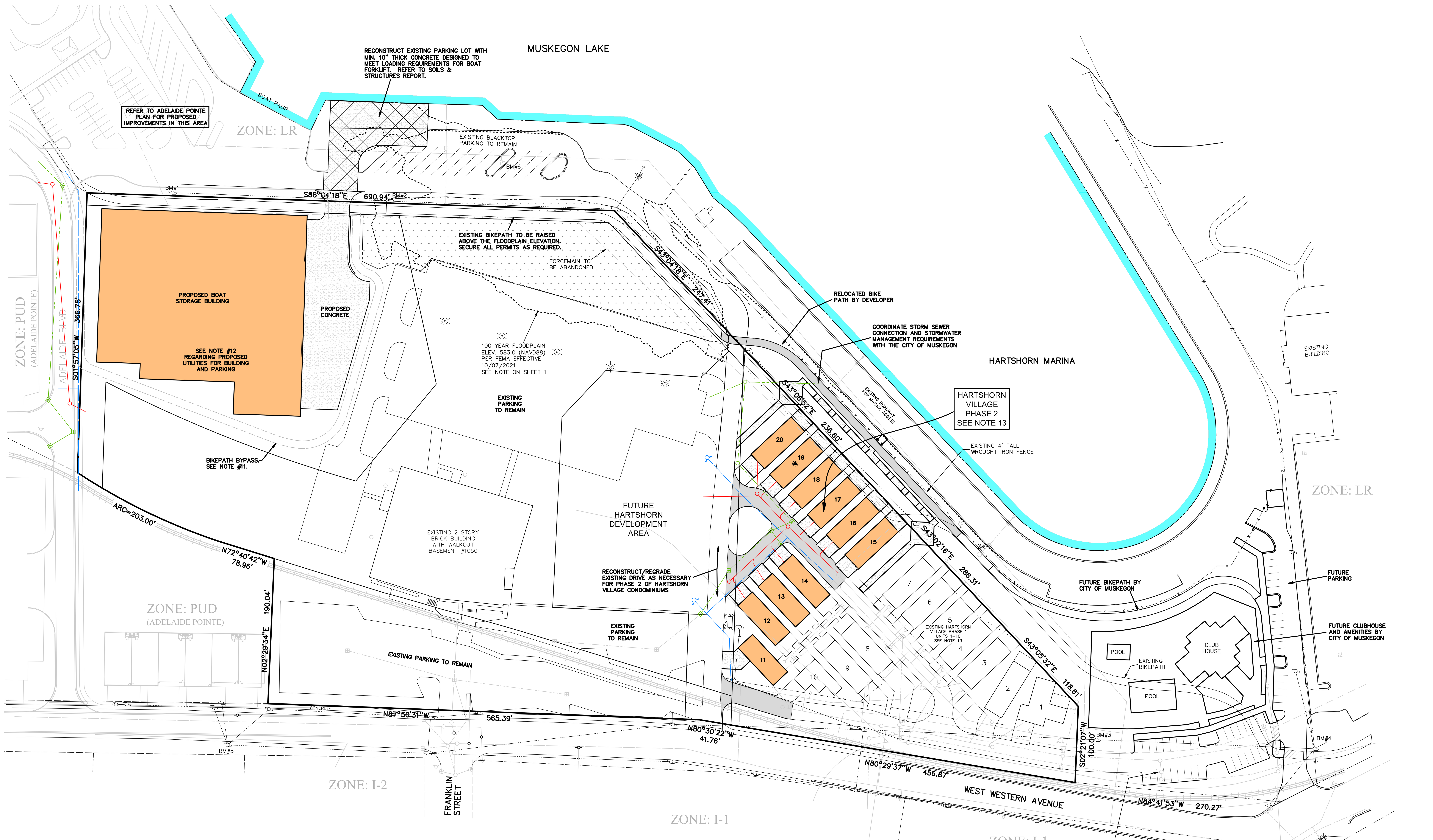
Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: JDR
APPROVED BY: DDG
FILE NO.: 202164E
PROJ. ENG.: DDG
PROJ. SURV.: JCB
DATE: 02/28/2022

SHEET 1 of 3



BENCHMARK #1 ELEV. 586.45 (NAVD88) TOP OF 80D SPIKE IN WEST SIDE UTILITY POLE (1.7' A/G)

BENCHMARK #2 ELEV. 583.95 (NAVD88) TOP OF RR SPIKE IN SOUTH SIDE UTILITY POLE (2' A/G)

BENCHMARK #3 ELEV. 590.11 (NAVD88) TOP OF RR SPIKE IN NORTH SIDE UTILITY POLE (0.9' A/G)

BENCHMARK #3 ELEV. 590.11 (NAVD88) TOP OF RR SPIKE IN NORTH SIDE UTILITY POLE (0.9' A/G)

BENCHMARK #4 ELEV. 588.93 (NAVD88) TOP OF RR SPIKE IN NORTH SIDE UTILITY POLE (1' A/G)

BENCHMARK #5 ELEV. 594.25 (NAVD88) TOP OF SPINDLE IN NORTH SIDE UTILITY POLE

BENCHMARK #6 ELEV. 583.52 (NAVD88) TOP OF W'LY FLANGE BOLT ON HYDRANT

GENERAL NOTES

1. UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATION OR SHOWING ALL UTILITIES IN THE AREA.
2. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-582-7171
3. PROJECT TO BE SERVICED BY PUBLIC SEWER AND WATER.
4. ROADWAYS WITHIN HARTSHORN VILLAGE CONDOMINIUM TO BE PRIVATE
5. CONDO ASSOCIATION TO MAINTAIN OPEN AREAS.
6. ALL INTERIOR DIRECTIONAL AND TRAFFIC SIGNS WILL BE INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MUSKEGON AND THE MMUTCD.
7. STREET LIGHTING TO BE IN ACCORDANCE WITHE CITY OF MUSKEGON LIGHTING FOR PUBLIC STREETS. CITY WILL REQUIRE CUT-OFF FIXTURES TO PREVENT GLARE ONTO ADJACENT PROPERTIES.
8. ALL DRIVEWAYS FOR CONDO UNITS WILL BE SURFACED WITH CONCRETE.
9. EACH CONDO UNIT WILL HAVE A MINIMUM OF ONE (1) 8'X18" PARKING SPACE (DRIVEWAY/GARAGE STALL) DEDICATED ON SITE.
10. ALL PROPOSED WATER AND SANITARY SEWER LINES WILL BE LOCATED IN AN EASEMENT DEDICATED TO THE CITY OF MUSKEGON.
11. BIKEPATH BYPASS TO BE USED WHEN BOATS ARE BEING TRANSPORTED FROM BOAT STORAGE OVER MAIN BIKEPATH TO THE LAKE
12. ALL UTILITIES REQUIRED FOR THE PROPOSED BOAT STORAGE, INCLUDING WATERMAIN, SANITARY AND STORM SEWER WILL CONNECT TO THE ADELAIDE POINTE DEVELOPMENT TO THE WEST, AS SHOWN. STORMWATER MANAGEMENT FOR BOAT STORAGE SITE TO BE PROVIDED AS PART OF THE ADELAIDE POINTE DEVELOPMENT.
13. HARTSHORN VILLAGE CONDOMINIUMS WILL BE CONVERTED FROM A TRADITIONAL CONDOMINIUM TO A SITE CONDOMINIUM.

LEGEND

- = PROPOSED BLACKTOP
- = PROPOSED CONCRETE
- = EXISTING STORM SEWER
- = EXISTING SANITARY SEWER
- = EXISTING WATERMAIN
- = EXISTING BURIED ELECTRIC LINE
- = PROPOSED WATERMAIN
- = PROPOSED SANITARY SEWER
- = PROPOSED STORM SEWER
- = UTILITY POLE & GUY WIRE
- = LIGHT POLE
- = SIGN
- = HYDRANT
- = VALVE
- = CATCH BASIN
- = MANHOLE
- = BURIED GAS LINE MARKER
- = TELEPHONE BOX
- = FENCE LINE
- = OVERHEAD WIRES

N

0' 30' 60'

1' CONTOUR INTERVAL

SCALE: 1" = 60'

PROPOSED SITE PLAN

HARTSHORN VILLAGE CONDOMINIUM – PUD AMENDMENT

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SHEET 2 of 3

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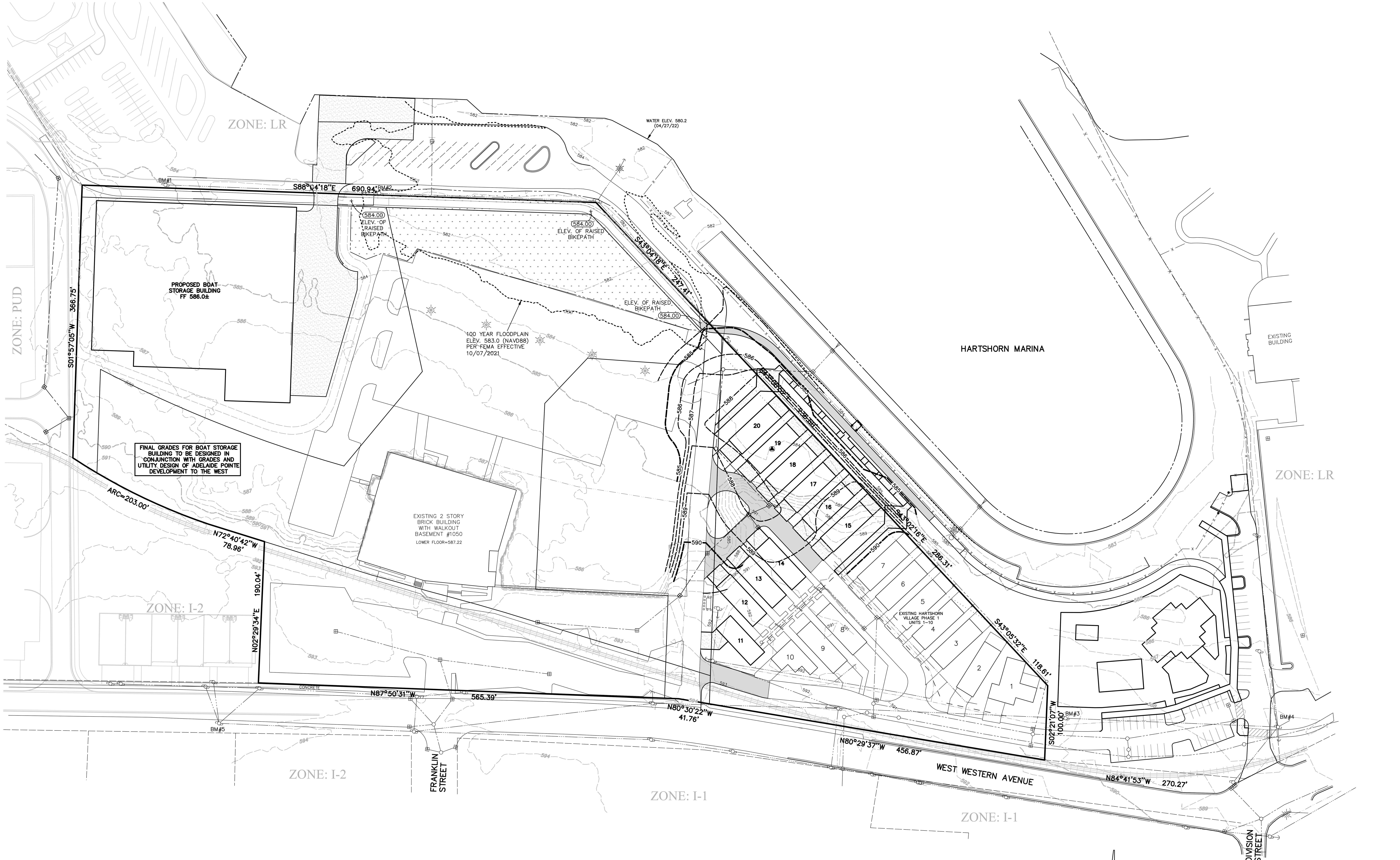

BENCHMARK #1 ELEV. 586.45 (NAVD88) TOP OF BOD SPIKE IN WEST SIDE UTILITY POLE (1.7' A/G)

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GENERAL NOTES

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2. NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG CALL MISS DIG AT 1-800-582-7171
3. IT IS PROPOSED THAT ALL EXISTING SOIL WILL REMAIN ON SITE. ADDITION FILL MATERIAL MAY NEED TO BE TRUCKED IN.

LEGEND

- xxx = EXISTING CONTOUR
- xxx = PROPOSED CONTOUR
- = EXISTING STORM SEWER
- = EXISTING BURIED ELECTRIC LINE
- = UTILITY POLE & GUY WIRE
- = LIGHT POLE
- = SIGN
- = HYDRANT
- = VALVE
- = CATCH BASIN
- = MANHOLE
- = BURIED GAS LINE MARKER
- = TELEPHONE BOX
- = FENCE LINE
- = OVERHEAD WIRES

N

0' 30' 60'

1' CONTOUR INTERVAL

SCALE: 1" = 60'

PROPOSED PRELIMINARY GRADING PLAN

HARTSHORN VILLAGE CONDOMINIUM – PUD AMENDMENT

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C/O RYAN LEESTMA
1204 WEST WESTERN AVENUE
MUSKEGON, MI 49441

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