

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

January 12, 2026 @ 5:30 PM

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

- CALL TO ORDER:**
- NEW BUSINESS:**
 - A. **BS&A Online Payments** Treasury
 - B. **American Public Works Association (APWA) Monument Proposal** Public Works
 - C. **City Commission Handbook** Manager's Office
- PUBLIC COMMENT:**
- ADJOURNMENT:**

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 St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 12, 2026	Title: BS&A Online Payments
Submitted by: Sarah Wilson, City Treasurer	Department: Treasury
Brief Summary: <p>We are currently using Point & Pay, a third party processor, for online payments of tax and utility bills, as well as for credit card payments made at the counter. In 2024, BS&A launched their own online payment platform, BS&A Payments. After investigating the BS&A Payments option, we feel it is a better value and option for our municipality as a payment processor. We are recommending switching our payment processor to the BS&A Payments platform.</p>	
Detailed Summary & Background: <p>We have recently encountered some issues and limitations with our current payment processing system. Staff began investigating BS&A Payments as an alternative payment processor, to see if we could both reduce the issues that have occurred as well modernize the system that is available to our residents. After spending time meeting with BS&A Payments' team, as well as researching their capabilities and talking with various users of the system, we determined this system to be superior to what we are currently using.</p> <p>Some of the features we would gain with the BS&A Payments system include:</p> <ul style="list-style-type: none">• An updated and modernized, easy-to-use customer interface for online payments• Increased safety features, such as ACH validation prior to payment processing, and the ability to read "chip" enabled credit cards• The ability to accept mobile wallet payments, such as Google or Apple Pay• Text to pay capabilities• Auto-pay and scheduled payment capabilities <p>One important note regarding this system is that the fees customers pay to use the system would increase very slightly. The current fee for using a credit card is 2.8%. With the BS&A payments system, the fee would increase to 2.8% plus \$0.50. The current fee for paying online via ACH (or e-check) is \$0.85. The fee under the new system would be \$1.25. Although the fees are slightly higher, we believe the added value and convenience for the residents makes the switch worthwhile. It is also important to note that customers are not required to use these payment methods. We will still offer all of our other options that are free of charge, such as payment by check, cash, mail, etc. This system is strictly offered as a convenience for those who choose to use it.</p> <p>The only cost to the municipality is the cost of the terminals that would be located at the counters. The cost for each terminal is \$350, and we would need 15 terminals. There are no other fees to the municipality for using the BS&A Payments system.</p>	

Goal/Action Item:

2027 Goal 4: Financial Infrastructure

Is this a repeat item?:**Explain what change has been made to justify bringing it back to Commission:****Amount Requested:**

\$5,250.00

Budgeted Item:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Fund(s) or Account(s):

Various

Budget Amendment Needed:

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Recommended Motion:

None discussion only

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input checked="" type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input checked="" type="checkbox"/>	



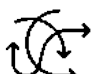





Name the Policy/Ordinance Followed:

BS&A Payments



BS&A Payments: The What and How



Challenges	Solutions
 Confusing and unpredictable fee schedule >	 Straightforward, All-Inclusive Pricing Model
 Lengthy onboarding and implementation process >	 We have taken customers live on BS&A Payments in as little as 48 hours
 Inefficient and disjointed customer support >	 One company, one team. Supporting you from implementation to go-live, and beyond
 Unresponsive to feedback >	 Full control over the end-to-end solution , enabling our teams to quickly incorporate customer feedback

BS&A Payments: Why?

Customer Experience



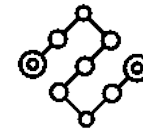
We pride ourselves on our unprecedented customer service, providing a singular contact point for payment support.

Streamlined Processing



Real-time transaction processing and posting, integrated with the BS&A Online Suite of Products, eliminate manual data entry and the need for flat file/batch file transaction imports.

Integration



Our payment solution integrates seamlessly with cash-receiving functions, simplifying financial management for municipalities.

Reimagining the User Experience

BS&A Online Refresh



Modern User Interface

4th user interface for
BS&A Online – first
since 2011

Mobile Responsive

A critical feature for
meeting users where
they are on the
devices they use

User Experience

Personal, intuitive,
and efficient

User Research

Leveraging user insights to create a better experience

Residents

Residents visit their municipality's website seeking information or to pay a bill

Professional Users

Title Companies, Real Estate Agents, Law Firms, Contractor users have different needs than residents

Municipal Users

Understanding of resident experience, focused on providing efficiency and ability to reconcile payments

Turning what was once a chore into a seamless journey, BS&A Payments was built with residents in mind.



Ease of Use

The user-friendly, mobile responsive, and accessible interface, all under one "roof" ensures all residents can make payments easily from anywhere.



Autopay Capability

Allows residents to configure ongoing automatic payments, ensuring they never miss a due date, and reducing late payments to the municipality



Automatic Card Updates

Embedded Card Account Updater capabilities maintain up-to-date credit and debit card information when resident cards expire or are replaced, reducing payment disruption.



Security, Compliance and Stability

Processing in a PCI Level 1 compliant environment with 99.999% uptime ensures the security of resident, municipality, and payment transaction data.

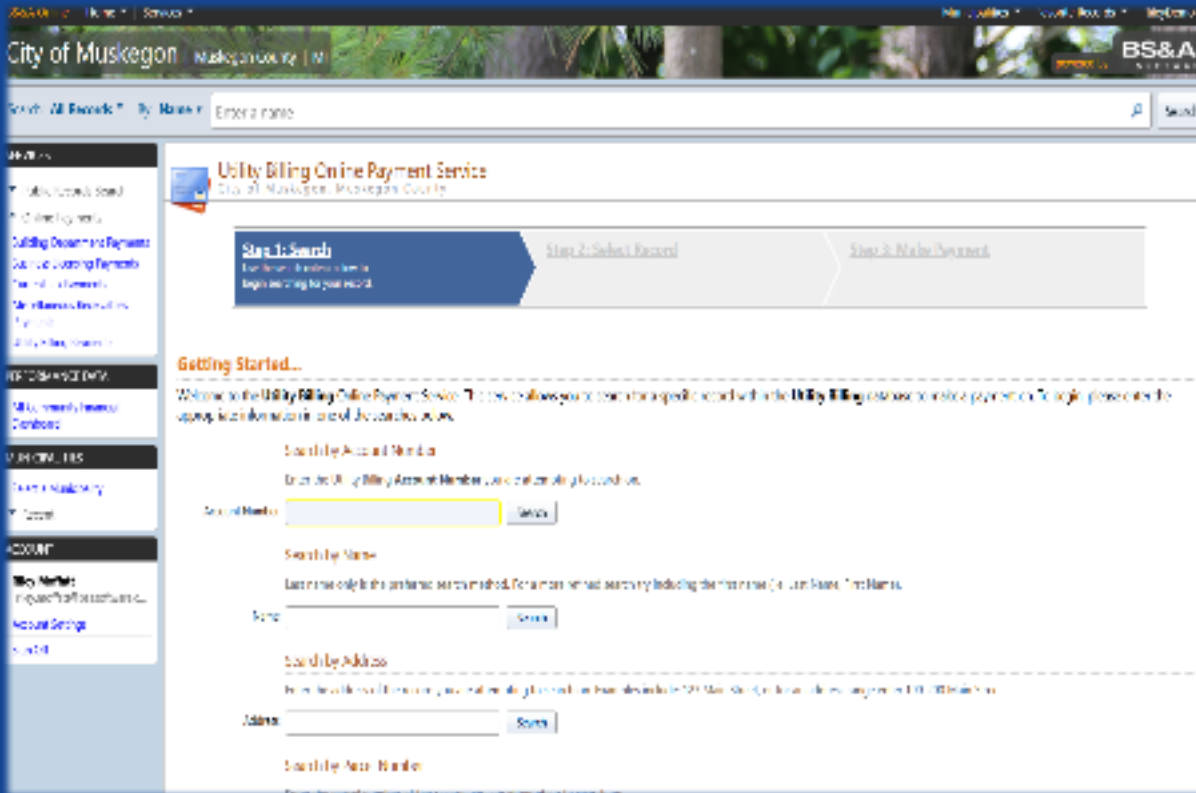


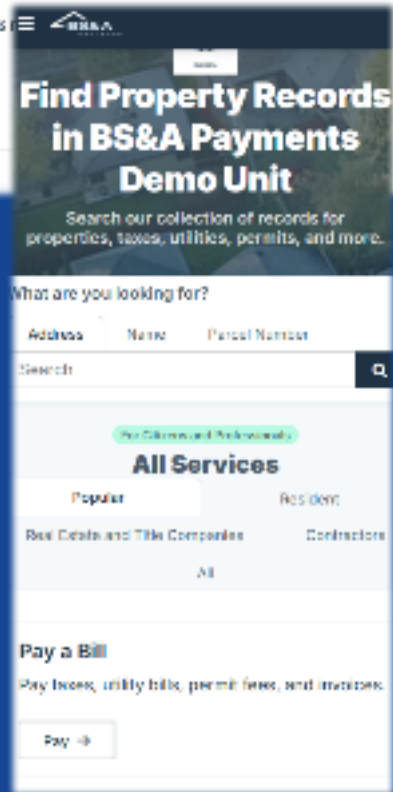
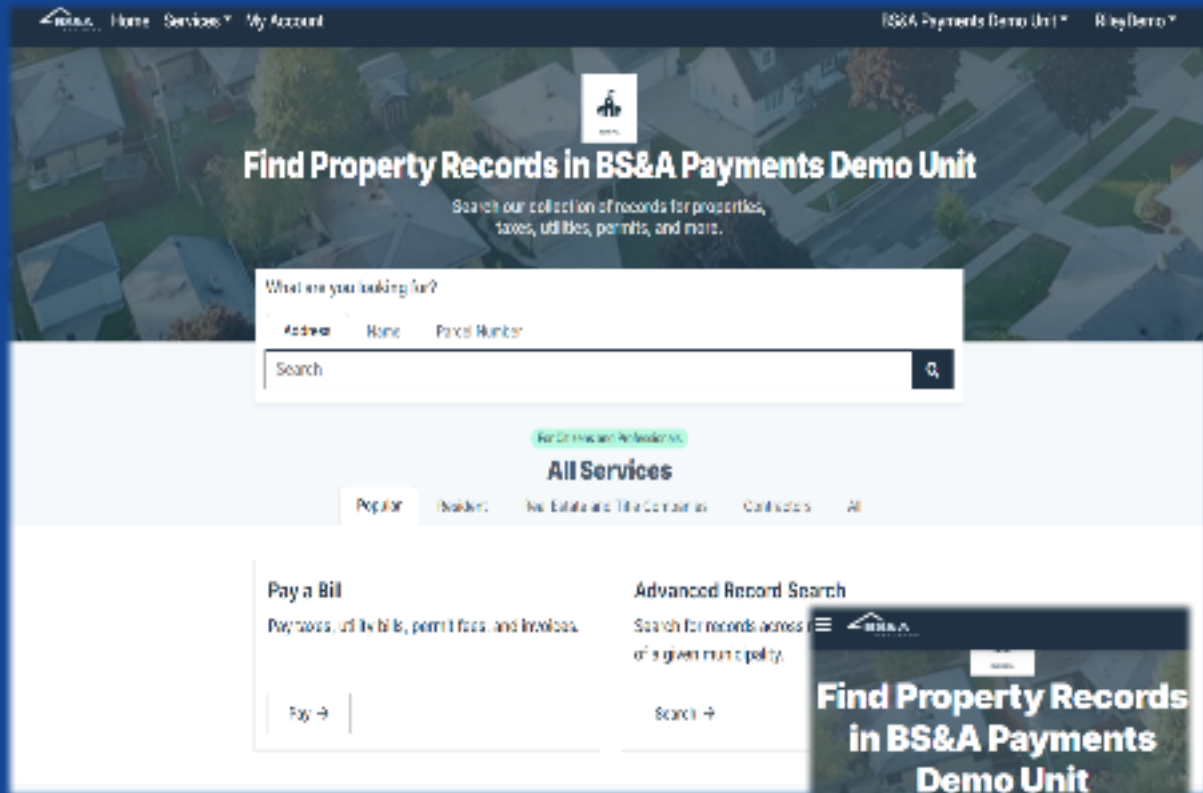
The Solution



Where We Are Today

- Desktop-first design
- Limited mobile usability
- More manual steps for residents



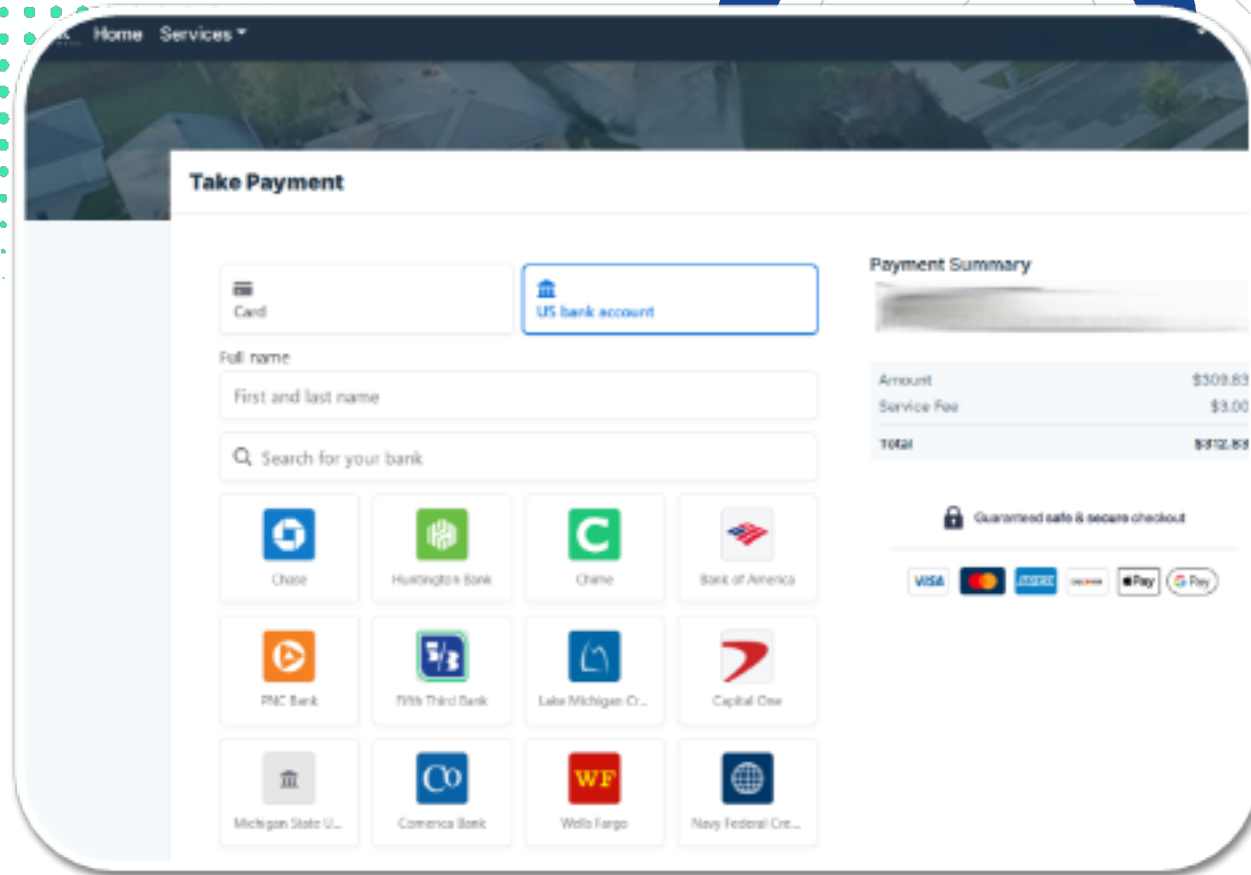


Where We're Going

- Modern, Intuitive User Interface
- Mobile-responsive design
- Single Login for BS&A Online
- Fully Integrated With BS&A Modules

Streamlined & Reliable Checkout Experience

- Flexible, Resident-Friendly Ways to Pay
- Increased Reliability & Fewer Failed Payments
- Seamless Autopay Management
- Secure, Consistent Experience



The screenshot displays a 'Take Payment' interface. At the top, there are navigation links for 'Home' and 'Services'. The main heading is 'Take Payment'. Below this, there are two primary payment method options: 'Card' and 'US bank account', with the latter being selected. A 'Full name' field is present, with a placeholder 'First and last name'. Below the name field is a search bar labeled 'Search for your bank'. A grid of bank logos is displayed, including Chase, Huntington Bank, Citim, Bank of America, PNC Bank, Fifth Third Bank, Lake Michigan Cr., Capital One, Michigan State U., Comerica Bank, Wells Fargo, and Navy Federal Cr... To the right of the form is a 'Payment Summary' section showing a table with columns for the item and the amount. The table lists 'Amount' as \$309.83, 'Service Fee' as \$3.00, and a 'TOTAL' of \$312.83. Below the summary, there is a security assurance: 'Guaranteed safe & secure checkout' with a lock icon. At the bottom of the summary, there are icons for various payment methods: VISA, Mastercard, American Express, Discover, PayPal, and Apple Pay.

Payment Summary	
Amount	\$309.83
Service Fee	\$3.00
TOTAL	\$312.83

Operational Efficiencies & Staff Benefits

Less Manual Work

- Real-time posting
- Automated reconciliation
- Reduces repetitive tasks

Fewer Resident Issues

- Fewer failed payments
- More self-service options
- Clearer checkout process

Centralized Reporting

- Unified reporting across modules
- Quick access to transaction information
- Clear deposit sequencing

BS&A Payments Where We Are Today

A Year of Progress and Partnership

Since our initial beta launch in May 2024:

- **513** municipalities have signed on to BS&A Payments
- **406** are now live and actively processing payments
- **1.2+ million** transactions have been successfully completed
- **\$288+ million** in payments have been processed on the platform



What Does This Mean for 3rd Party Integrations?

- BS&A Payments is our ongoing focus for the best integrated payments experience purpose-built for BS&A customers and their residents.
- What does this mean for customers currently using third-party payment providers?
- Is BS&A still allowing choice, or are municipalities required to use BS&A's payment solution?
- I've heard integration fees might be coming. What does that mean for my municipality?



Thank You

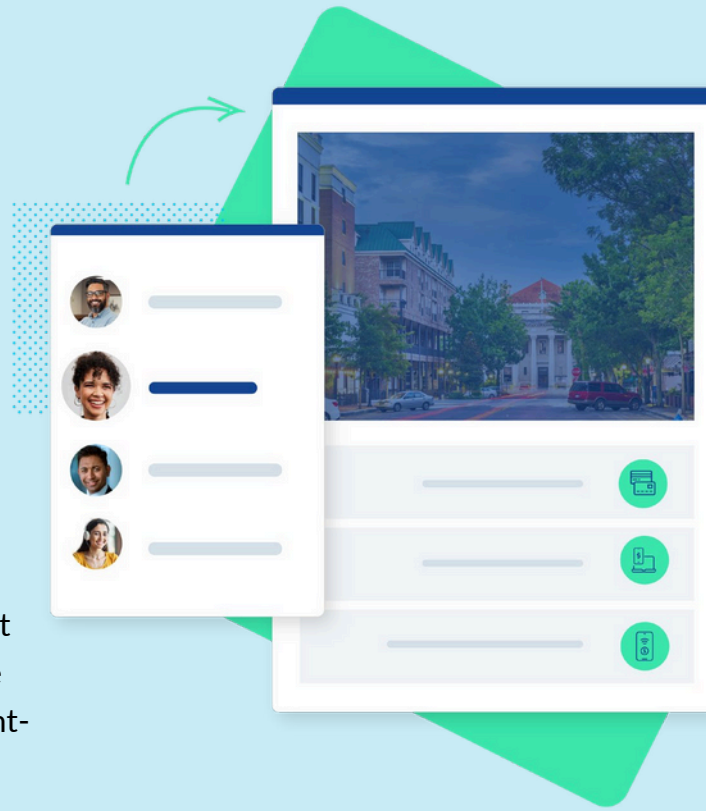




BS&A Payments

Streamlined payments for municipalities and their residents

For municipalities that invoice residents for taxes, utilities, and other civic fees, BS&A Payments offers a more efficient way to accept payments electronically, online, and over the counter. Native to BS&A's core software and online resident-facing platform, BS&A Payments improves workflows and reconciliation processes for staff and expands value for residents.



Designed Specifically for How Municipalities Operate.



Real-time Payment Processing Real-time transaction processing and posting for taxes, utilities, and other civic fees. Seamless ERP integration eliminates manual data entry and file imports, minimizing manual processes and potential for error.



Automated Reconciliation Streamlined bank reconciliation creates time savings, allowing municipal staff to focus on higher value initiatives.



Centralized Transaction Data All electronic payments data is accessible directly from BS&A's core platform, providing transaction level detail in a unified interface.



Modernize Your Payments Acceptance Position your municipality as tech-enabled and forward-thinking by offering residents the most modern payment methods, both in person and online.



All-Inclusive Pricing All-inclusive, flat-rate pricing eliminates hidden or unexpected fees and simplifies the budget forecasting process. No need to worry about fees for setup, monthly minimums, statements, recurring payments, PCI compliance, chargebacks, or batches.

Focusing on the Resident Experience.

Turning what was once a chore into a seamless journey, BS&A Payments was built with residents in mind.



Single Login for BS&A Online

A single user account streamlines access to electronic payments and other citizen engagement tools, all under one roof.



Ease of Use

The user-friendly, mobile responsive, and accessible interface ensures all residents can make payments easily from anywhere.



Autopay Capability

Allows residents to configure ongoing automatic payments, ensuring they never miss a due date, and reducing late payments to the municipality.



Security and Compliance.

Processing in a PCI Level 1 compliant environment ensures the security of resident, municipality, and payment transaction data.



Automatic Card Updates

Embedded Card Account Updater capabilities maintain up-to-date credit and debit card information when resident cards expire or are replaced, reducing payment disruption.

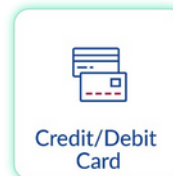
See BS&A Payments in Action

See for yourself how BS&A Payments streamlines payments for municipalities and their residents.

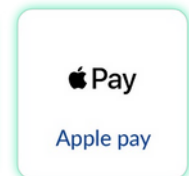
- <https://www.bsasoftware.com/bsa-payments>

Comprehensive Payment Options

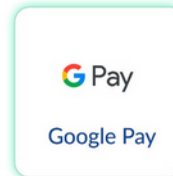
BS&A Payments accepts:



Credit/Debit Card



Apple pay



Google Pay



ACH

Extensive Payment Channels

Ability to pay invoices:



Desktop & Mobile



Text

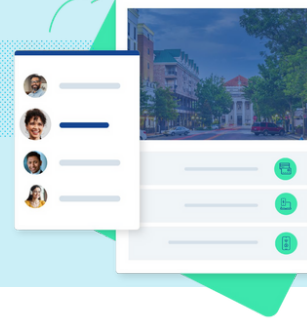


IVR



Counter

BS&A Payments Customer FAQs



1. Why is BS&A launching its own payments platform?

Over the years, we've consistently heard from customers about the frustrations of using separate, add-on payment solutions. These setups often resulted in a fragmented experience for residents, who had to manage multiple accounts and switch between the BS&A Online resident portal and an external payment portal, sometimes involving multiple browser windows, log-ins, and redirects. Municipalities have also faced challenges, such as reconciliation issues and the need to coordinate with two separate companies for implementation and support, making it difficult to address payment-related concerns quickly and efficiently.

With our all-new BS&A Payments solution, these challenges are eliminated. You work directly with the team at BS&A from sales to onboarding, implementation through ongoing support, and because we manage the solution end-to-end, we're committed to continuously improving it based on customer feedback to ensure it meets the unique needs of our municipal customers.

Built specifically for municipalities, BS&A Payments offers robust reconciliation, ease of use, and allows you to work exclusively with our top-tier support team. By managing payments directly, BS&A can help streamline your processes, reduce third-party dependencies, and provide real-time integration with your ERP system, ultimately enhancing productivity for your staff and convenience for residents.

2. What does this mean for customers currently using third-party payment providers?

For customers with third-party integrated payments, BS&A Payments offers a fully integrated, native option built exclusively for BS&A customers and their residents, with BS&A handling all aspects of implementation and support. While there's currently no end-of-life timeline for third-party integrations or a requirement to transition, our focus going forward is on enhancing and investing in our own payment solution to deliver a continuously improving experience.

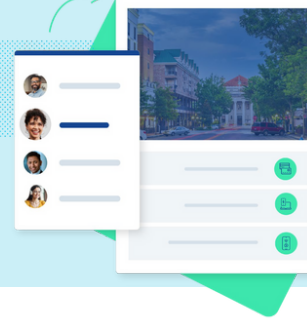
We also encourage customers to review any exclusivity or long-term renewal clauses with third-party providers, as these terms could limit your flexibility to take advantage of BS&A Payments' benefits when you're ready. Our team is here to assist in making the transition as smooth as possible, and we're available to answer any questions about the unique advantages of BS&A Payments.

3. Why is BS&A's fee schedule structured differently than typical payment processors?

BS&A Payments uses an all-inclusive pricing model, simplifying your budgeting by eliminating unexpected fees. This flat-rate approach covers processing, PCI compliance, support, chargebacks, ACH returns, and other fees that are typically additional with third-party providers. With BS&A, what you see is truly what you get, making it easier for municipalities to plan and control costs without surprise expenses.

BS&A Payments

Customer FAQs



4. How did BS&A approach building the payments product, and what's next?

BS&A Payments was designed specifically with municipalities and their residents in mind. We gathered direct feedback from customers to understand common themes, frustrations, and gaps in third-party solutions, creating a platform that addresses the real needs of municipalities. BS&A Payments includes integrated real-time transaction processing, centralized data access, and a user-friendly resident interface. We continue to invest in expanding support for additional payment channels and enhancing functionality.

5. Is BS&A still allowing choice, or are municipalities required to use BS&A's payment solution?

Our primary goal is to offer a streamlined, secure, and effective payments solution that integrates seamlessly with BS&A ERP software. While BS&A Payments is optimized for our ERP, our merchant processing agreement is non-exclusive, providing flexibility to work concurrently with other processors if desired. BS&A respects each municipality's choice and is committed to supporting informed decision-making.

6. What happens to resident payment information during the transition?

Transitioning from third-party processors to BS&A Payments involves the transfer of sensitive payment data. While we aim to minimize disruptions, some residents may need to re-register payment methods due to data transfer policies set by existing providers. Our support team is ready to assist municipalities in this transition to ensure residents experience minimal impact and can continue making payments seamlessly.

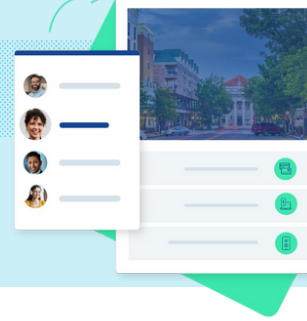
7. What payment methods and channels does BS&A Payments support?

BS&A Payments provides multiple channels tailored for convenience and security:

- ACH/Electronic Check: Includes verification tools like Financial Connections and GIACT to ensure account validity and reduce the risk of failed payments. Autopayment options are also available, especially beneficial for utility billing.
- Credit Card: Online and in-person with fully integrated, EMV-compliant point-of-sale terminals, providing municipalities with the only seamlessly integrated solution for secure, in-person transactions.
- Digital Wallet: Supports Apple Pay and Google Wallet online and in-person.
- Text-2-Pay: Simple text authorizations for registered users.
- Interactive Voice Response (IVR): Automated payments over the phone in a secure PCI-compliant environment.

Our roadmap includes additional payment channels to meet evolving needs, and we'll continue updating our product offering based on customer feedback.

BS&A Payments Customer FAQs



8. Are there any channels BS&A Payments doesn't currently support?

BS&A Payments currently does not support bank direct payments or kiosk payments. If you rely on these channels, please reach out—we'd love to discuss your needs. These options are under consideration, and a phased approach may be possible depending on demand and customer requirements.


9. How does BS&A Payments improve reconciliation and reporting?

BS&A Payments consolidates all transaction data within your ERP, streamlining the reconciliation process. This tight integration provides staff with detailed transaction data and automated bank reconciliation, reducing manual entries, minimizing errors, and saving staff time.

10. How does BS&A support municipalities with onboarding and training?

Addressing customer feedback around lengthy and complex account set up, our onboarding process is designed to be smooth, supportive, and fast. With BS&A Payments, your municipality can be up and running in a matter of days. We provide comprehensive training, documentation, and ongoing support to ensure your team feels confident and prepared to use the platform effectively. Additionally, our team is available to troubleshoot any issues and provide support to your residents if needed, offering a seamless transition from setup through to ongoing operations.

Get in Touch to Find Out More.

 (855) 272-7638

 paymentsinfo@bsasoftware.com

Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

1.1 Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the [Stripe Connected Account Agreement](#), the [Stripe Privacy Policy](#), and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2 Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

- 5.1.1** In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement.

6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

6.4 Effect of Termination. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1 Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days’ prior notice of any such amendment. Additionally, during the Term and upon at least 30 days’ prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A’s vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature: _____

Name:

Title:

Date:

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature: _____

Name:

Title:

Date:

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.80%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.80%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000 +	\$1.25

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,000 - \$5,000	\$3.00
\$5,000 +	\$6.00

Item	Price	Quantity	Total
Stripe S700 Terminal and Dock	\$415.00		\$
Stripe S700 Terminal	\$350.00		\$
Stripe S700 Dock	\$65.00		\$
Stripe S700 Hub	\$50.00		\$
Stripe S700 Case	\$35.00		\$

Payment Type	Accept Payments Using This Method
Online with BS&A Online	
Text-to-Pay	
IVR Phone Payments	
Counter with Cash Receipting	

Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 12, 2026	Title: American Public Works Association (APWA) Monument Proposal							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Local representatives of the American Public Works Association (APWA) will present a proposal to place a monument to public works along the Muskegon Channel.								
Detailed Summary & Background: <p>Public Works professionals build, develop, maintain and service communities in endless facets of our daily lives. They dedicate their lives to serving our neighbors, residents, businesses and visitors alike. Currently, there is no local, state or national monument dedicated to the men and women within the Public Works profession.</p> <p>The APWA Monument Committee believes that West Michigan is the perfect place to build a monument that all can enjoy and visit, and that the lakeshore is an ideal place for the monument. The committee has considered a couple locations, and is proposing that the monument be placed on the Muskegon Channel just west of the Silversides Museum. The land is listed as City-owned, however portions are actually leased from the U.S. Army Corps of Engineers (USACE). Both the USACE and National Oceanic and Atmospheric Administration (NOAA), which docks its research vessel adjacent to the proposed location, have given positive feedback on the concept drawing.</p> <p>The Committee is requesting feedback and verbal support of concept at this time, which will give them confidence to move forward with more formal designs and artist commissions. Funding is anticipated from several sources, with the City's contribution being the land. The concept drawings do show changes to Beach Street that would be the City's responsibility if a part of the final plan. The Committee anticipates setting up a perpetual care fund at the Community Foundation for maintenance needs.</p>								
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s):	Budget Amendment Needed:							

N/A	Yes		No		N/A	X	
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Recommended Motion:
N/A (For Discussion Only)

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

PUBLIC WORKS MONUMENT

A Tribute to All Who
Serve Our Communities





Who We Are

- ◆ American Public Works Association – Headquartered in Kansas City, Missouri
 - Υ 62 Chapters
 - Υ 90 Branches
- ◆ Michigan Chapter (State Board)
 - Υ 6 Branches
 - Υ Midwest Branch serving 10 Midwest counties
- ◆ Midwest Branch
 - Υ Volunteer Board of 11 public works professionals
 - Υ Derek Gajdos – City of Grand Haven – Vice President
 - Υ John Gorney – City of Grand Rapids – Trustee
 - Υ Jesse Morgan – Rowe PSC – Past President

First Ever Monument Honoring Public Works Professionals

- ◆ Currently there is no local, state or national monument dedicated to the men and woman within the Public Works profession.
- ◆ Public Works professionals have built developed, maintained and service our communities in endless facets of our daily lives.
- ◆ They dedicate their lives to servicing our neighbors, residents, businesses and visitors alike.
- ◆ Tragically, some pay the ultimate price.

Why A Public Works Monument in Muskegon, MI?

- ◆ Why Not!
- ◆ The founding Public Works Monument Committee believed that West Michigan is the perfect place to build a monument that all can enjoy and visit and the lakeshore is ideal.
- ◆ The Monument Committee reached out to former Public Works Director, Leo Evans in 2021 and began conversations regarding a potential monument in Muskegon.
- ◆ Subsequently, we transitioned to working with Dan VanderHeide upon his appointment.

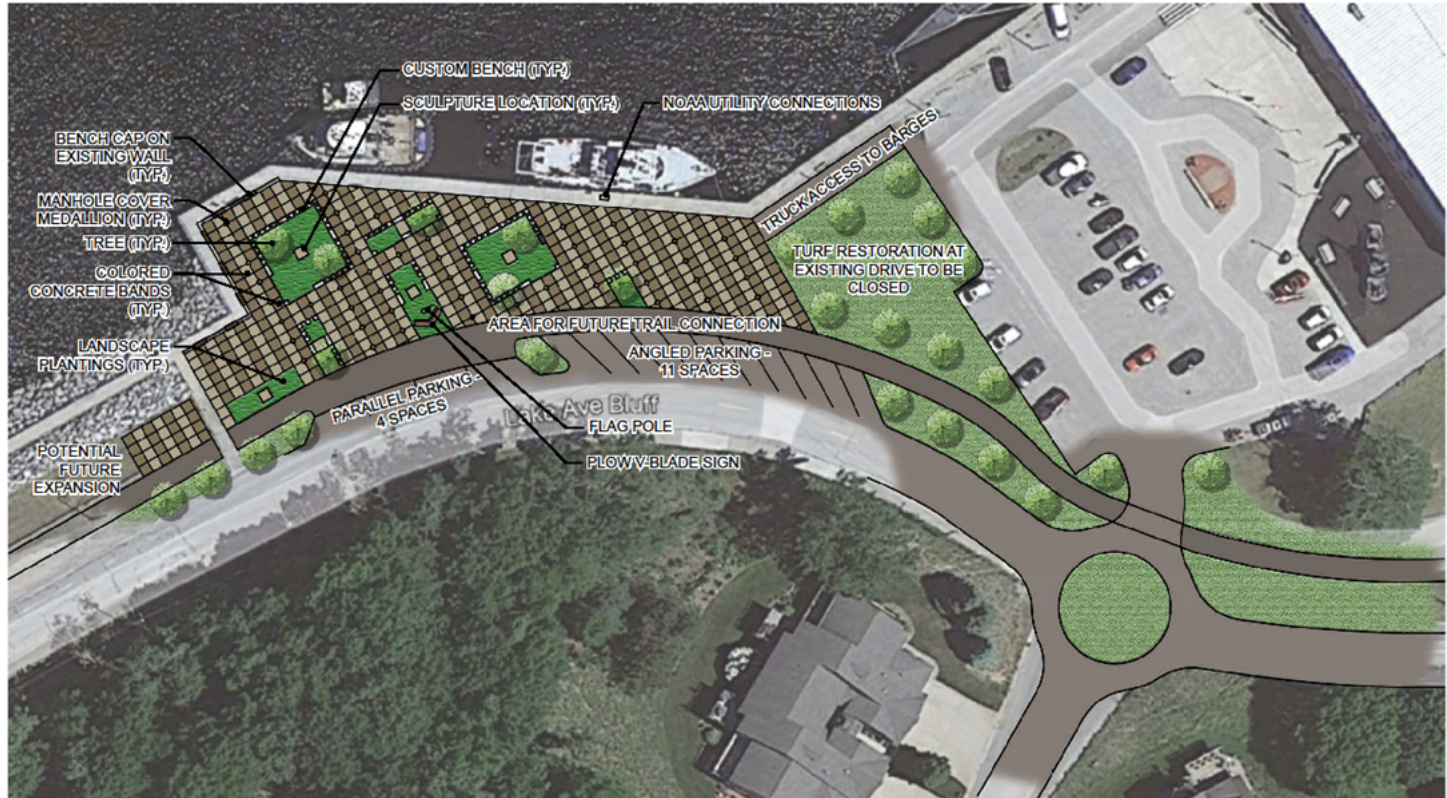
What is a Public Works Monument?

- ◆ A public space that invites, educates and appreciates public works professionals and industries.
- ◆ We believe the monument should be enjoyed while reflecting through artwork, industry materials and story telling.

Proposed Site Location



- ◆ Monument Committee members meet with city staff and reviewed numerous locations in prominent places around the City.
- ◆ Ultimately, the proposed location seemed to fit all the desired aspects the committee and positively impacting city space.

Conceptual Site Plans

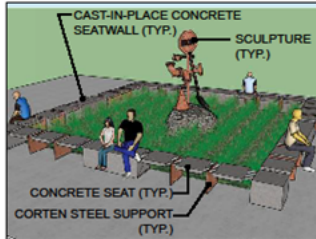


PUBLIC WORKS MONUMENT
 CONCEPT PLAN
 LOCATION: MUSKEGON, MI
 DATE: OCTOBER 18, 2024

PREPARED BY:
 **ABONMARCHE**

SCALE: 1" = 40'

 NORTH

 COPYRIGHT 2024 - ABONMARCHE CONSULTANTS, INC.

Conceptual Artwork and Appurtenances



CUSTOM SEATING AND SCULPTURE CONCEPT IMAGE 1



INDUSTRY COMPONENT / "PARTS" THEMED ART



CONCRETE REBAR



COLORLED CONCRETE PAVING BANDS



CUSTOM SEATING AND SCULPTURE CONCEPT IMAGE 2



CORTEN STEEL BENCH SUPPORT



CITY LOGO MANHOLE LID



CONCRETE WALL BENCH CAP



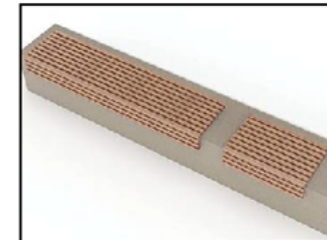
CUSTOM SEATING AND SCULPTURE CONCEPT IMAGE 3



LABORERS SCULPTURE



FLOW BLADE SIGN



CONCRETE WALL BENCH CAPS (BACKLESS)



PUBLIC WORKS MONUMENT

CONCEPT PLAN
LOCATION: MUSKEGON, MI
DATE: SEPTEMBER 28, 2022

PREPARED BY:



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Proposed Public Works Monument Timeline

Completed to Date:

- ◆ Idea conceived in 2019.
- ◆ Initial Volunteers formed a committee and sought support.
- ◆ APWA – Midwest Branch Support 2019.
- ◆ APWA – Michigan Chapter Support 2021.

Future:

- ◆ Seeking Conceptual Support for Monument and Location from the City of Muskegon – January 2026.
- ◆ Final Support and Acceptance 2026.

Additional Key Features

- ◆ Repurposes existing graveled site with a warm welcome public space.
- ◆ Site lines will be preserved.
- ◆ Adds additional seating area to the waterfront.
- ◆ Maintains the seawall usage by other organizations.

Funding

- ◆ Funding sources are anticipated to include:
 - Υ Public Works material suppliers.
 - Υ Public Works equipment suppliers.
 - Υ Professional/Contractual Partners.
 - Υ Local Municipalities.
- ◆ A perpetual care fund would be set up to pay the maintenance and upkeep of the costs of the monument.

*Preliminary Budget is estimated \$1,750,000 including perpetual care funding.

Medium and Artist

- ◆ Final design has yet to be determined
 - Υ Final artwork design is proposed be approved by the City of Muskegon.
 - Υ Local artist will be sought out first.
 - Υ The monument will be designed as maintenance free as possible.
 - Υ It's proposed that a committee be set up to perpetually monitor and maintain the monument long term. The Midwest Branch Board and/or the Michigan Chapter is expecting to lead that committee with city staff as desired.

Next Steps

- ◆ Muskegon City Council Resolution of Support – February 2026 (if supported)
- ◆ Muskegon City Council Operational Agreement - 2026
- ◆ Fund Raising – 2026/2027
- ◆ Final Monument design 2026
- ◆ Construction 2027/2028

Questions?





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: January 12, 2026	Title: City Commission Handbook									
Submitted by: LeighAnn Mikesell, Deputy City Manager	Department: Manager's Office									
Brief Summary: Staff is requesting approval of the new commission handbook and the associated policies.										
Detailed Summary & Background: Staff has gathered various rules, procedures, and policies that apply to the commissioners to develop a handbook that can easily be referenced. Some changes have been made to the information gathered to better match current practices or make common sense adjustments. A new attendance policy has been included based on the work of the committee established to set that policy. Travel costs have been updated, and spending limits have been modified in the purchasing policy. Staff recommends this handbook be reviewed annually to ensure commissioners are aware of the policies included.										
Goal/Action Item:										
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:										
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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Recommended Motion: discussion only										
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"></td> </tr> <tr> <td>Information Technology</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input type="checkbox"/>		Information Technology	<input type="checkbox"/>		Other Division Heads	<input type="checkbox"/>		Name the Policy/Ordinance Followed:
Immediate Division Head	<input type="checkbox"/>									
Information Technology	<input type="checkbox"/>									
Other Division Heads	<input type="checkbox"/>									

Communication			
Legal Review			



CITY COMMISSION HANDBOOK

DATE: NOVEMBER 5, 2025

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ACRONYMS

RULES OF THE CITY COMMISSION

A. REGULAR AND SPECIAL MEETINGS:

1. REGULAR MEETINGS

Regular meetings of the City Commission will be held on the second and fourth Tuesday of each month beginning at 5:30 p.m., local prevailing time, at the City Hall, 933 Terrace Street, Muskegon. Regular meetings may be rescheduled to other times by a vote of the Commission.

2. SPECIAL MEETINGS

A special meeting may be called by the mayor or any of two (2) or more members-of Commission and upon at least eighteen (18) hours-notice to each member.

3. BUSINESS AT SPECIAL MEETINGS

No business shall be transacted at any special meeting of the Commission unless the same has been stated in the required notice of such meeting.

4. WORK SESSION MEETINGS

The Work Session meetings will be held on the Monday preceding the second Tuesday of each month at 5:30 p.m. in City Hall, 933 Terrace Street.

5. REGULAR AND SPECIAL MEETING NOTICE (POSTING) REQUIREMENTS.

- a. For regular meetings of the Commission, the Clerk shall post at the City Hall, within three (3) days after the first meeting of the Commission in each calendar year, a public notice stating the dates, times, and places of its regular meeting for the year.
- b. For a rescheduled regular or a special meeting, of the Commission, a public notice stating the date, time, place and reason of the meeting shall be posted in City Hall at least 18 hours before the meeting.
- c. However, such notice, as described in 5a and b above, is not required for a meeting of the Commission in emergency session in the event of a widespread natural disaster or a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Commission determine that delay would be detrimental to the city's efforts in responding to the threat.
- d. Upon written request, the Clerk shall provide a copy of such notices of meetings to any newspaper published in the City of Muskegon and to any radio and television station located in Muskegon County free of charge.

6. SHARING OF MEETING AGENDAS AND PACKETS

City Clerk shall upload every regular City Commission meeting packet to the city's website at least 84 hours prior to the start of the meeting.

7. MINUTES OF REGULAR AND SPECIAL MEETINGS

- a. A journal of the proceedings of each regular and special meeting will be kept in the English language by the Clerk and shall be signed by the City Clerk, upon approval of Commission.



- b. Unapproved minutes of regular or special meetings will be available for public inspection not more than eight business days after such meeting.
- c. Approved minutes will be available for public inspection not later than five business days after the meeting at which the minutes were approved.

B. MEETING PROCEDURES:

1. MEETINGS TO BE PUBLIC

All regular and special meetings of the City Commission shall be open to the public and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Commission may prescribe.

2. ORDER OF BUSINESS

An agenda for each Regular Commission meeting shall be prepared by the City Manager in conjunction with the City Clerk in accordance with the following order of business:

- a. Call Meeting to Order/Welcome
- b. Prayer
- c. Pledge of Allegiance
- d. Roll Call
- e. Honors, Awards, and Presentations
- f. Public Hearings
- g. Federal/State/County Officials Update
- h. Public Comment on Agenda Items
- i. Consent Agenda
- j. Unfinished Business
- k. New Business
- l. Any Other Business
- m. General Public Comment
- n. Closed Session
- o. Adjournment

3. QUORUM

Four (4) members of the Commission in office at the time shall be a quorum for the transaction of business.

4. PRESIDING OFFICER

The presiding officer shall be responsible for enforcing the Rules of the City Commission, contained herein, as well as the Code of Conduct. The mayor shall be the presiding officer of the Commission. In the absence of or disability of the mayor, the vice-mayor shall be the presiding Officer of the Commission. In the absence or disability of both, the Commission may designate another of its members to serve as presiding officer during such absence or disability.

c. CLOSED MEETINGS:

1. PURPOSE

The City Commission may only meet in closed session for purposes defined in the Michigan Open meetings Act as follows:



- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent, when the named person requests a closed hearing.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement or related issues when either negotiating party requests a closed herein
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained. This does not include the sale, lease or other conveyance of city property to others.
- d. To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Commission.
- e. To review the specific contents of an application for employment or appointment to a public office when the candidate requests that the application remain confidential. All interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

2. CALLING CLOSED SESSIONS:

A two-thirds roll call vote of the Commission members elected and serving shall be required, except under Sections (a) and (b) above. The roll call vote shall be taken at an open meeting and the purpose for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

3. MINUTES OF CLOSED MEETINGS

A separate set of minutes shall be taken by the Clerk or the designated Secretary at the closed session. These minutes will be retained by the Clerk of the Commission, shall not be available to the public, and shall be disclosed if required by a civil action. These minutes shall be kept for a period of one year and one day from the date of the closed meeting.

4. CONFIDENTIALITY OF CLOSED MEETING INFORMATION

A City Commission member shall not divulge to an unauthorized person confidential information discussed in an executive session in advance of the time prescribed for its authorized release to the public by the City Commission. Commission members shall honor the confidentiality of the debate, discussion, and preliminary action taken in executive session, and be aware of the potential financial liability and/or harm to the reputation of the city by premature disclosure.

D. VOTING AND DISCUSSION:

1. ROLL CALL

In all call votes, the names of the members of the Commission shall be called. A vote upon all ordinance enactments, rezoning issues, and liquor license requests shall be



taken by a roll call vote and entered upon the records.

2. RESULTS OF VOTING

In all cases where a vote is taken, the Chair or Clerk shall declare the result.

3. DUTY TO VOTE

Whenever a question is put before the Chair, every member shall vote, provided however, that no member shall be required to vote if:

- a. That member shall have a conflict of interest and shall state his/her conflict of interest, or
- b. That member shall state that he/she has inadequate information upon which to base a reasonably informed vote and shall state the particulars of the information desired before a reasonable informed vote can be cast.

Absence from a prior meeting shall not constitute the basis of the lack of information referred to above

If a member is precluded from voting pursuant to a conflict of interest, that member shall refrain from participating in the discussion on the issue.

4. CONDUCT OF DISCUSSION

The maker of the motion shall speak first, and the supporter of the motion shall speak second. During Commission discussion and debate, no member shall speak until recognized for the purpose by the Chair. After such recognition the member shall confine discussion to the question at hand. Personal comments about other individuals should be avoided. When addressing other members of the Commission they should be addressed by title and/or last name but not by first name. No member should request to speak a second time on a motion as long as another is requesting recognition to speak for a first time. After every member of the Commission has had the opportunity to speak on an item for the first time, the mayor may ask if any member of the Commission would like to make a motion to call the question. If a motion is made and seconded, debate shall stop immediately and the mayor will take a vote on the motion to call the question by a roll call vote; if 2/3 of the present Commissioners agree to end the debate, the Clerk shall immediately take a roll call vote on the underlying motion. If the motion to call the question fails to garner the support of 2/3 of the present Commissioners, debate will continue; once every member has had an opportunity to speak on the item for a second time, the mayor may ask if any member of the Commission would like to make a motion to call the question, and the process described above will repeat itself.

5. COMMISSION MEMBER REQUESTS FOR POSTPONEMENTS

Requests for postponements on agenda items from members of Commission requires approval by a majority of Commission present.

6. RULES OF PARLIAMENTARY PROCEDURE

The rules of parliamentary practice as contained in Robert's Rules of Order, most recent edition, shall govern the Commission in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Ordinances and Charter of the City of Muskegon.

7. RECONSIDERATION OF MOTIONS

When a question has been decided, it shall be in order for any Commission member who voted on the prevailing side of the question to move the reconsideration at the same meeting or at the next regularly scheduled meeting provided no action has been taken as a result of the previous vote.

8. GENERAL CONSENSUS

General consent or consensus may be used to give direction and the minutes should indicate that a majority consented.

E. CITIZEN PARTICIPATION:

1. GENERAL

Each Commission meeting agenda shall provide for reserve time for audience participation, as requested,

2. REQUESTS TO SPEAK, LENGTH OF PRESENTATION - PUBLIC HEARINGS AND PARTICIPATION

Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes during any public hearing or public comment.

3. PERSONS ADDRESSING THE COMMISSION

Prior to addressing Commission, members of the public shall complete the public comment form including their name and address and submit the form to the Clerk. Once recognized by the chair, members of the public step up to the microphone/podium. The Commission may in its discretion limit public comments to new information or matters not fully addressed at any previous meeting regarding the agenda item at issue.

4. REQUESTS TO SPEAK ON AN AGENDA ITEM

Prior to the start of the meeting, any member of the public may submit a written request form to the City Clerk requesting to speak on an agenda item. All written requests will be honored under either the Item H – Public Comment on Agenda Items or M – General Public Comment. All comments shall be directed to the chair; Commissioners shall not engage in dialogue, debate, or negotiation with commenters.

5. REQUESTS TO SPEAK DURING PUBLIC PARTICIPATION.

a. Any person who wishes to speak on a subject not on the printed agenda may speak at this time. All rules of conduct still apply.

b. Candidates or any person(s) working for a candidate shall not be allowed to use public participation time for campaigning.

6. DISORDERLY CONDUCT AT MEETINGS.

Persons addressing the Commission shall make responsible comments and shall refrain from making personal, impertinent, slanderous or profane remarks. The Chairperson may call to order any person who is being disorderly by speaking when not recognized by the chair or otherwise disrupting the proceeding by failing to be germane, by speaking longer than the allotted time, or by speaking vulgarities. Such

persons shall thereupon be seated until the Chair shall have determined whether the person is in order. If a person so engaged in presentation shall be called out of order, he or she shall not be permitted to speak at the same meeting, except upon special leave by the Commission. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the Police Department to remove the person from the meeting.

F. VIRTUAL CITIZEN PARTICIPATION:

1. GENERAL

A staff member of the City Clerk's Office will be at all meetings requiring virtual participation unless staff indicates they do not need assistance.

2. LIVE MEETINGS

For live meetings broadcast on television and/or streamed on social media, a telephone number will be assigned to give the ability for the public to call in and provide three minutes of comment.

3. ALL OTHER MEETINGS

For all other meetings subject to the Open Meetings Act, a citizen must send a request to the City Clerk's Office at least two business days in advance of the meeting. Request for virtual participation will only be granted in the case of ADA accommodation or active-duty military personnel. The City Clerk will provide a zoom link to each individual who requests it. Those participating by zoom will be muted until the public comment period. Information detailing how a request can be made will be placed on the city's website, meeting notice, and social media.

G. AGENDA

1. PREPARATION

The City Manager and City Clerk shall prepare an agenda for each regular or special meeting of the City Commission. The deadline for submitting items for Commission agenda is 4:00 pm on the Monday eight days prior to the Commission meeting. Agenda items from Commission members should be submitted in writing by this same time to the City Manager. Items submitted by the Mayor will be included upon request, and items submitted by any other Commissioner will require at least 2 additional Commissioners to support the addition of the item. Requested items will appear on a meeting agenda within three meetings after the request is made as long as all necessary documents are included.

2. DISTRIBUTION

Agendas, ordinances and all related background material will be delivered to City Commission members, via email, the Tuesday before the scheduled regular meeting, or at least 12 hours before a scheduled special meeting. Agendas will be made available to the public on the Wednesday before the scheduled regular meeting. Adjustments in this schedule are allowed due to holidays or extenuating circumstances which must be disclosed when schedules are modified.

3. AGENDA MATERIAL

Department Heads, staff, and City Commissioners shall submit written requests for



inclusion on the agenda to the City Clerk with a cover sheet and necessary supporting documents. Presentations shall be submitted by noon on the Monday eight days prior to the Commission meeting for circulation with agendas. Agenda requests could be delayed to a later meeting if related information is not received by the City Clerk in a timely manner.

H. CONSENT AGENDA:

1. PURPOSE.

Consent agenda will be used to allow the City Commission to act on many items at one time.

2. AGENDA ITEMS.

A consent agenda will be developed by the City Clerk and/or City Manager prior to the regular meeting items. Any action items not requiring a formal public hearing may be included in the Consent Agenda. Any member of the Commission may request that an item be removed from the consent agenda and placed on the regular agenda for discussion.

I. RECORDING OF COMMISSION MEETINGS:

1. MEETINGS MAY BE RECORDED

All regular or special meetings of the City Commission may be recorded through the use of audio/visual electronic devices. Such recordings will be under the control and supervision of the City Clerk.

2. RETENTION OF RECORDS

Any recordings from Commission meetings may be retained by the City Clerk until the meeting minutes are approved.

J. MISCELLANEOUS:

1. AMENDMENTS TO RULES

The rules of the City Commission may be altered or amended by a majority vote of two-thirds of the entire Commission.

2. SUSPENSION OF RULES

The rules of the City Commission may be suspended for good cause for a specified portion of a meeting by a two-thirds majority of the entire Commission.

3. CONTROLLING AUTHORITY

These rules shall control, unless preempted by City Charter, State laws or the Court.

4. REVIEW OF CONSULTANTS

City Commission shall make an annual internal evaluation of consultants at the time of review of the city budget to determine if the services being provided are satisfactory and if judged to be inappropriate, will move to proceed with establishing a more formal review process.

5. RESOLUTIONS OF RECOGNITION

Written requests for resolutions shall be submitted to the City Clerk with necessary supporting data for inclusion on the agenda. The deadline for submitting items for Commission agenda is noon on the Monday preceding the week of the Commission meeting. Resolutions will be acted on at regular Commission meetings, and the mayor will sign resolutions voted on and approved. The mayor has authority to sign any other resolutions.

K. COMMITTEE ASSIGNMENTS:

1. ASSIGNMENTS

The mayor may assign Commission members to any committee as is deemed necessary, with approval of the City Commission.

2. RESPONSIBILITIES

Commission member's responsibilities as committee members will be generally limited to policy and not the administration of a department or appointed organization.

L. CITY MANAGER EVALUATION PROCESS:

The City Manager will be evaluated by the members of the City Commission before July 1st each year. Forms and materials will be sent out by the City Clerk and all completed forms will be returned to the City Clerk for compiling. A report will be generated by the City Clerk with the results of the evaluations. A meeting with the City Manager and City Commissioners will be scheduled to review the evaluations.

M. ITEMS REQUIRING CITY COMMISSION APPROVAL:

The City Commission authorizes the City Clerk, City Manager, and Division/Department Heads to exercise discretion when determining which items require formal City Commission approval and must be included on a City Commission Agenda. Regardless of such discretion, the following items must be presented to the City Commission for formal action:

1. All items in which City Charter, State, or Federal rules/regulations require legislative body approval.
2. The annual operating budget and amendments thereto.
3. All formal City Commission policies and procedures and amendments thereto.
4. All Ordinances and amendments thereto.
5. All purchases over \$25,000 for which an appropriation has been not previously established as part of the adopted or amended annual budget.
6. The purchase or sale of real property.
7. Borrowing of funds.
8. All formal agreements between the city and another party that extend beyond



one year in duration or result in expenses to the city in excess of \$25,000 annually.

N. ATTENDANCE:

1. GENERAL

Election to the City Commission is a privilege freely sought by the nominee. It carries with it the responsibility to participate in commission activities and represent the citizens of the city. Attendance at commission meetings is critical to fulfilling this responsibility.

2. COMMISSION MEETINGS

a. Each commissioner is expected to inform the City Manager and City Clerk by email, text, or phone if they are unable to attend a regular commission meeting. The mayor may excuse absences for cause.

b. If a commissioner has more than three consecutive absences for regular commission meetings, the Commission, at the motion of any Commissioner, may pass a resolution of reprimand.

c. If the Commissioner's absences continue for more than three additional consecutive regular meetings of the Commission, the Commission, at the motion of any Commissioner, may enact a resolution of censure or request the commissioner's resignation or both.

3. COMMITTEE ASSIGNMENTS

City Commission Committees are intended to enhance communication between City Commission and City Management at early phases of development of significant items affecting public policy. As such, Committee participation is a fundamental duty of City Commissioners.

a. A Commissioner unable to attend a committee meeting must inform the chair by email, text, or phone.

b. The chair may, when deemed appropriate, send a letter to the mayor to report lack of attendance of the assigned Commissioner.

c. If a commissioner misses more than three consecutive monthly Committee meetings, the Committee Chair may request the mayor remove and replace the Commissioner. For committees that meet quarterly or less frequently, the Committee Chair may make the same request if a commissioner misses more than one meeting. For Committees that meet only once per year, the assigned Commissioner must provide sufficient advance notice to the mayor if they are unable to attend so a replacement can be appointed. Should the Mayor decide to remove and replace a commissioner, a motion of removal and a nomination for replacement will be presented to the City Commission.

O. TRAVEL:

1. AUTHORIZED TRAVEL

In the normal course of conducting city business, Commissioners are required to travel for purposes of work-related meetings, training opportunities, professional conferences, or other business purposes. As part of the annual budget process, a dollar amount is set



aside for travel purposes for the coming year. In fiscal year 2025/26, the Mayor has \$2,000 budgeted, and each commissioner has \$1,000 budgeted.

2. TRAVEL COSTS

The city recognizes that its commissioners are responsible adults who take the same care in incurring travel expenses while on city business as when traveling on personal business. Accordingly, this policy does not establish rigid cost limits for lodging, meals, or other travel costs. Instead, the following general guidelines are offered while recognizing that special circumstances may dictate that employees incur costs beyond these guidelines:

- a. *Lodging* – Lodging costs should generally range between \$100.00 - \$250.00 per night depending on location (based on single occupancy and including local taxes from which the city is not exempt).

Commissioners are relied upon to use their good judgment in selecting safe and economical accommodations.

Two important factors to remember when making hotel reservations: 1) always ask for special "government" rates that are typically deeply discounted from regular rates and, 2) identify the travel as official city business exempt from state sales tax and inquire as to any specific documentation requirements the hotel may have.

Costs for in-room movies, exercise rooms, or other hotel services not included in the basic room rate are not reimbursable by the city.

- b. *Meals* – Meal costs should generally not exceed \$62.00 per person for each full day of travel (including gratuities and taxes). For partial day travel or individual meal reimbursements, the following limits will apply:

Breakfast	\$15.00	Travel Before 8:00 AM
Lunch	\$17.00	Travel Before 12:00 Noon
Dinner	\$30.00	Travel Before 6:00 PM

Individual meal limits will apply regardless of whether or not reimbursement is sought for other meals during the day. For example, it is not permissible to “skip” breakfast and lunch in order to be reimbursed \$62.00 for a dinner; instead, the dinner will only be reimbursed up to the \$30.00 limit specified above. Often lunch or other meals are included in the registration price of a seminar or conference. It is expected that employees attending these functions will partake in these meals. The city will not reimburse meal costs if the employee chooses to forgo the conference meal and dine elsewhere.

- c. *Transportation* – Vehicle travel may be by either city vehicle or the Commissioner's private vehicle. If a private vehicle is used, reimbursement will be based on the number of miles traveled times the allowable IRS business mileage rate in effect at that time. Air travel is generally used for destinations more than 300 miles away. Commissioners are encouraged to take advantage of discounted airfares and should utilize the Muskegon County Airport whenever possible.



Commissioners may elect to use private vehicles for travel to destinations more than 300 miles away and will be reimbursed based on the current IRS mileage rate or equivalent round trip coach airfare for that destination, whichever is less. However, no reimbursement will be made for added lodging or meal costs incurred because of the extra travel time.

Commissioners who elect to use their own vehicle should be aware that under the laws of the State of Michigan, every vehicle owner is required purchase insurance that is the primary coverage for that vehicle. While using a private vehicle for city travel, any automobile liability insurance coverage in force for the city is excess coverage only for the Commissioner/vehicle owner.

- d. *Other Costs* – Other incidental costs (such as parking, ground transport, phone calls), should not exceed an average of \$50.00 per day. Rental car costs generally will not be reimbursed by the city as it is expected that Commissioners will utilize lodging in close proximity to the conference or other event. In extraordinary circumstances where the Commissioner deems it necessary to rent a car, reimbursement will only be made with the written authorization of the City Manager.
- e. *Traveling with Spouse* – There is no objection to Commissioners inviting their spouse to travel along on city business. However, the city will pay for none of the spouse's travel expenses and care should be taken to maintain separate records of the Commissioner's reimbursable travel costs.

3. PAYING FOR TRAVEL COSTS

Methods available for employees to pay travel costs include the following:

- a. *City Credit Card* – The Executive Assistant in the City Manager's office is designated to use their card to pay for commissioners' travel costs that can be readily handled in advance (e.g., airline tickets, conference registration, hotel, etc.).
- b. *Personal Credit Card* – Commissioners who pay travel costs on their own personal credit card will receive cash reimbursement from the city.
- c. *Petty Cash Advance* – Commissioners traveling on city business may receive a petty cash travel advance of up to \$300.00 from the City Treasurer's Office to be used for travel purposes. The City Manager must approve travel advances. Cash advances of more than \$300.00 are discouraged.

In order to distinguish travel advance requests from expense reporting, while simplifying the process to the extent possible, there is a separate form for that purpose. Please note that with the *Request for Petty Cash Travel Advance* form, the requesting party must acknowledge that receipts and any money owed the City must be returned within ten days of return from travel. If the money and/or expense documentation is not returned, the Commissioner authorizes the full amount of the travel advance to be deducted from their paycheck along with a \$5.00 processing fee. The *Request for Petty Cash Travel Advance* forms are available through the City Treasurer's Office.

4. REPORTING REQUIREMENTS FOR TRAVEL EXPENSE REIMBURSEMENT

Travel expense reporting has been simplified to the greatest extent possible. The

following guidelines apply to travel expense reporting:

- a. Reimbursable travel expenses are to be reported on the Travel Expense Reporting Form available from the City Manager's office as soon as possible upon returning from travel.
- b. Only expenses for which cash reimbursement is sought by the commissioner need to be reported. Expenses paid in advance on a city credit card should not be included on the Travel Expense Reporting Form.
- c. Expenses must always be supported by receipts or other documentation.
- d. If total expenses to be reimbursed are \$300.00 or less, commissioners may obtain immediate reimbursement from the City Treasurer's Office.
- e. If total expenses to be reimbursed are more than \$300.00, they will be reimbursed as a separately itemized, non-taxable category on the Commissioner's regular bi-weekly paycheck. Accordingly, travel expense report forms must be submitted to the Finance Office with all necessary approvals no later than 5:00PM on the Thursday in the week prior to payday for reimbursement on that paycheck.

5. DOUBLE DIPPING

It should go without saying that city expects honest and ethical behavior from its commissioners in handling travel expense matters. Travel expenses that are partially or fully paid by outside parties (such as federal agencies) are not to also be submitted for reimbursement from the city. Any Commissioner found to be deliberately misreporting travel expenses will be subject to disciplinary action as well as potential prosecution.

6. LOCAL BUSINESS EXPENSES

In addition to travel expenses, it is sometimes appropriate for City Commissioners to incur costs on behalf of boards or committees or in the course of entertaining visiting guests. The City Manager has full authority to approve such costs (within budgetary limits) and the same general guidelines as outlined above for Commissioner travel expenses should be followed.

P. POLITICAL SIGNS ON CITY OWNED PROPERTY:

The City of Muskegon maintains a nonbiased status in all matters of political affiliation and strives to prevent accusations of unfair advantage by certain candidates.

1. CITY EMPLOYEES

- a. City employees should report any political signs on city property to their supervisors.
- b. City employees are authorized to remove any political signs found on city property.
- c. City employees will inform any person found placing political signs that the signs are not allowed on city property.

2. CANDIDATES

When a candidate registers for an elected position, they should be informed that political signs are not allowed on city property and informed of repercussions for signs

found on city property. Examples of city property include the grassy area between a curb and sidewalk along a street and city parks.

q. PROCLAMATIONS:

1. ACCEPTABLE PROCLAMATIONS

- a. *Special Days* – Proclamations that originate from the City of Muskegon for express purpose of declaring a special day or week for residents of Muskegon.
- b. *City Involved Events* – Proclamations for activities or events for which the city is directly involved.
- c. *Elected Officials* – Proclamations requested by organizations and ask that an elected official present the proclamation to a group at an event or activity.
- d. *Awareness Activities* – Proclamations requested by organizations that offer to provide awareness activities for the benefit of the local community and attend a City Commission meeting to accept the proclamation.
- e. *Other Local Governments* – Proclamation of support passed in conjunction with other local governmental units.
- f. *Benefactors* – Proclamations honoring a person whose actions have benefited the local community to a significant degree.

2. PROCESSING PROCLAMATIONS

- a. *City Commissioners* – City Commissioners should indicate support for a given cause or proclamation and send to the City Clerk.
- b. *Lobby* – The city should continue to post in the lobby at City Hall those proclamations that are passed by the commission.



GUIDELINES FOR CONDUCT

A. PUBLIC RELATIONS:

Members of Commission should refrain from argument with a member of the public or staff at Commission meetings since these arguments seldom resolve concerns and many times inflame feelings at a public meeting. Any concerns by a member of Commission over the behavior or work of a city employee during a Commission meeting should be directed to the City Manager to ensure the concern is addressed.

B. CITY COMMISSION RELATIONS WITH CITY STAFF:

1. RESPECT

There shall be mutual respect from both Staff and Commissioners of their respective roles and responsibilities when and if expressing criticism in public session.

2. REQUESTS FOR INFORMATION

Requests for information or questions by the City Commission shall be directed to the City Manager or the appropriate Division/Department Head. All non-routine requests should be submitted to the City Manager's office. All complaints shall be submitted to the City Manager.

3. SHARING OF INFORMATION

All written informational material requested by individual Commissioners shall be submitted to the City Manager who will transmit them to all Commissioners.

4. COMMISSION INFLUENCE

Commission shall not attempt to correct or influence Staff in the selection of employees, recommendations for the awarding of contracts and city benefit programs/grants, the selection of consultants, the processing of development applications, or the granting of city licenses or permits.

5. MAIL HANDLING

Incoming mail clearly marked as personal shall not be opened when addressed to individual Commissioners or staff unless requested. Any other mail addressed to city offices for the Mayor or City Commissioners shall be opened by appropriate staff. The City Manager's office will advise City Commissioners if they have received mail which must be acknowledged, in order that commission may timely respond.

6. DIRECTION TO STAFF

A Commissioner shall not direct Staff to initiate any action or prepare any report or initiate any project or study without the approval of a majority of the City Commission. All such requests will be first directed to the City Manager.

C. CITY COMMISSION RELATIONS WITH APPOINTED CITY COMMISSIONS AND COMMITTEES & COMMISSION MEMBER REPRESENTATION TO OTHER AGENCIES AND GROUPS:

1. COMMISSION INFLUENCE

City Commissioners should not attempt to influence recommendations by City Commission appointed commissions or committees, or to influence or lobby individual appointed commission or committee members on any item under their consideration. It is important for appointed commissions and committees to be able to make objective recommendations to the City Commission on items before them. City Commissioners that attempt to influence appointed commission positions on an item may prejudice or hinder their role in reviewing the appointed commission's or committee's recommendation as a City Commissioner.

2. ATTENDANCE AT UNASSIGNED COMMISSIONS/COMMITTEES

Individual City Commission members who are not members of an appointed commission or committee have the right to attend meetings but are cautioned about becoming involved in the meeting's discussion, except as a member of the public. City Commissioners, however, may answer questions put to them or respond to information being provided. City Commissioners should not act so as to influence an appointed commission or committee by virtue of their holding the office of City Commissioner.

3. REPRESENTATION AT OUTSIDE AGENCY/ORGANIZATION

If a City Commissioner represents the city before another governmental agency or organization, the City Commissioner should first indicate the majority position as an opinion of the City Commission. Personal opinions and comments may be expressed only if the City Commissioner clarifies that these statements do not represent the position of the City Commission.

4. OUT OF STATE BOARDS

Before any Commissioner accepts an appointment to any out of state board which may involve out of state travel, they must first bring it before the entire Commission for consideration.

D. CODE OF ETHICS:

1. PUBLIC POLICY

It is hereby declared to be the policy of the City of Muskegon that all officials and employees must avoid conflicts between their private interests and those of the general public they serve. To enhance the faith of the people and the integrity and impartiality of all officials and employees of the city, adequate guidelines must be provided for separating their roles as private individuals from their roles as public servants. Where government is based on the consent of the governed, every constituent is entitled to have complete confidence in the integrity of their government. Each individual official, employee, or advisor of the government must help to earn and honor that trust by their own integrity and conduct in all official duties and actions.

2. DEFINITIONS AS USED IN THIS CODE

a) *City Official/Employee* – means a person elected, appointed or otherwise serving in any capacity with the City of Muskegon in any position established by the City Charter or by city ordinance which involves exercising a public power, trust or duty. The term includes any official or employee of the city, whether or not they receive compensation, including consultants and persons who serve on advisory boards and commissions.

b) *Decision Making* – means exercising public power to adopt laws, regulations or

standards, render quasi-judicial decisions, establish executive policy, or determine questions involving substantial discretion.

- c) *Substantial* – means anything of significant worth and importance or considerable value as distinguished from something with little value, social tokenism, or merely nominal.
- d) *Compensation* – means any money, property, and thing of value or benefit conferred upon or received by any person in return for services rendered or to be rendered to themselves or another.
- e) *Official Duties* or *Official Action* – means a decision, recommendation, approval, disapproval, or other action involving discretionary authority.

3. GRATUITIES

No city official/employee of the City of Muskegon shall solicit, accept or receive, directly or indirectly, any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the officials/employee in the performance of their official duties or is intended as a reward for any official action on their part.

4. PREFERENTIAL TREATMENT

No city official/employee of the City of Muskegon shall use, or attempt to use, their official position to unreasonably secure, request, or grant any privileges, advantages, contracts, or preferential treatment for themselves or others.

5. USE OF INFORMATION

No city official/employee of the City of Muskegon who acquires information in the course of their official duties, which information by law or policy is not available at the time to the general public, shall use such information to further the private economic interests of themselves or anyone else.

6. FULL DISCLOSURE

No city official/employee of the City of Muskegon shall participate as an agent or representative of the city in approving, disapproving, voting, abstaining from voting, recommending, or otherwise acting upon any matter in which they have a direct or indirect financial interest without disclosing the full nature and extent of their interest. Such a disclosure must be made before performing their duty or concurrently with that performance. If the officer or employee is a member of a decision-making or advising body, they must disclose to the chair and to other members of the body on the official record. Otherwise, an appointed officer or employee would appropriately address disclosure to the supervisory head of their organization or by an elected officer to the general public.

7. OUTSIDE BUSINESS DEALINGS

No city official/employee of the City of Muskegon shall engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the official or employee's official duties or when that employment may tend to impair their independence of judgment or action in performing official duties.



No city official/employee shall engage in a business transaction in which the public, city official, or employee may profit from his or her official position or authority or benefit financially from confidential information which the public official or employee has obtained or may obtain because of that position or authority.

8. DOING BUSINESS WITH THE CITY

No city official/employee shall engage in business with the city, directly or indirectly, without filing a complete disclosure statement for each business activity and on an annual basis.

9. SUPPRESSION OF PUBLIC INFORMATION

No city official/employee of the City of Muskegon shall suppress any public city report, document, or other information available to the general public because it might tend to affect unfavorably their private financial or political interest.

10. USE OF CITY PROPERTY

No city official/employee of the City of Muskegon shall directly or indirectly use or permit others to use city property of any kind for purely personal gain. City officials/employees should protect and conserve all city property, including equipment and supplies entrusted or issued to them.

All city business conducted by email shall be done on a city-issued email account.

11. INTENTION OF CODE

It is the intention of the code that city officials and employees avoid any action, whether or not specifically prohibited above, which might result in or create the appearance of:

- a) Using public employment or office for private gain.
- b) Giving or accepting preferential treatment to or from any organization or person
- c) Impeding city efficiency or economy
- d) Choosing complete independence or impartiality of action
- e) Making a city decision outside official channels
- f) Affecting adversely the confidence of the public or integrity of the city government or
- g) Giving or accepting preferential treatment in the use of city property

The Conflict of Interest and Ethical Code is intended to be preventative and punitive. It should not be construed to interfere or abrogate in any way the provisions of any Michigan Statutes, the Muskegon City Charter, and/or City of Muskegon Ordinances.

This policy declaration is not intended to prevent any official/employee of the City of Muskegon from receiving compensation for work performed on his or her own time as a private individual and not involving city business.

This declaration of policy is not intended to apply to contributions to political campaigns

which State Law governs.

Appointed staff should be mindful of how political activities on their part could be perceived by the general public. Appointed staff should maintain a reputation of serving all members of the Muskegon City Commission equally and impartially. To this end, appointed staff should not participate in an election campaign on behalf of or in opposition to candidates for the City Commission.

12. VIOLATION, ENFORCEMENT, AND ADVISORY OPTIONS

- a. All matters concerning the Conflict of Interest and Ethical Code shall be directed to one of the two following controlling authorities depending upon the employment status of the City of Muskegon official/employee involved or the group concerned and the nature of the action requested.
 - i. Elected officials of the City of Muskegon to the Mayor, City Commission, and City Attorney
 - ii. Appointed employees, full and part-time, of the City of Muskegon to the City Manager and City Attorney
- b. The above-listed authorities, when requested, shall take appropriate action upon any complaint, request for information, or otherwise resolve matters concerning Conflict of Interest and the Ethical Code policy of the City of Muskegon. The appropriate action to be taken in any individual case shall be at the discretion of the controlling authority involved, which may include but is not limited to any of the following:
 - i. Referral of the matter to a higher authority.
 - ii. Pursuing further investigation by the controlling authority.
 - iii. Taking appropriate disciplinary action, including removal from office, appointed position or employment, in accordance with the Muskegon City Charter, City Code, State law, or the regulations or policies of the City of Muskegon.
 - iv. Deeming no action to be required.
 - v. Pursuing such other courses of action which is reasonable, just and appropriate under the circumstances.
- c. When deemed appropriate, the abovementioned controlling authorities may render written advisory opinions interpreting the Conflict of Interest and Ethical Code of Conduct outlined in Section 3. Any city official/employee may seek guidance from the controlling authority upon written request on questions directly relating to the propriety of their conduct as officials and employees. Each written request and advisory opinion shall be confidential unless released by the requestor.
 - i. Request for opinions shall be in writing.
 - ii. Advisory opinions may include guidance to any employee on questions as to:
 - Whether an identifiable conflict exists between their personal interests or obligations and their official duties
 - Whether their participation in their official capacity would involve

discretionary judgment with significant effect on the disposition of the matter in conflict

- What degree their personal interest exceeds that of other persons who belong to the same economic group or class
- Whether the result of the potential conflict is substantial or constitutes a real threat to the independence of their judgment
- Whether they possess certain knowledge or know-how that the city will require to achieve a sound decision
- The effect their participation under the circumstances would have on the people's confidence in the impartiality of their city officials and employees
- Whether a disclosure of one's personal interests would be advisable, and, if so, how such disclosure should be made to safeguard the public interest
- Whether it would operate in the people's best interest for them to withdraw or abstain from participation or to direct or pursue a particular course of action in the matter

13. INTEGRITY AND THE CITY

Given time to think about it, each of us could fashion our own working definition of integrity, and all of these might be surprisingly similar. That's because people generally have a good sense of ethics.

Most of us tend to think of integrity in these terms:

- a. Integrity is fairness, honesty, evenhandedness and sincerity. It's a way of acting and behaving. More importantly, it's a way of thinking and of making judgments.
- b. Integrity is a system of values that is constant. Integrity doesn't change, even in the face of shifting social standards.
- c. Integrity is a positive force. It's a proactive attitude that makes good things happen: it's not just a checklist of prohibited behavior.
- d. Mostly, though, integrity is doing what we know in our hearts is the proper thing to do.

Integrity is not achieved simply through obedience to laws and regulations. The city, like any organization, has responsibilities which go far beyond matters of law.

To the City of Muskegon integrity means a special kind of fairness, honesty, evenhandedness and sincerity, a kind that transcends both the law and the values of individuals. It's achieved by observing an overriding set of ethical standards and by recognizing that the city's actions and decisions impact a diversity of groups, including residents, business owners, contractors, suppliers, the general public, and, of course, all city officials and employees.

Integrity on the part of our officials and employees is important for several reasons.

- a. First, integrity is a significant standard because it ensures that the city's many obligations will be set by the people who are, in effect, working for the city.
- b. Integrity is also important because we have an obligation to our residents as their representatives and to our fellow officials or employees.



- c. Integrity is important because it gives us pride in our work, city, and ourselves.
- d. Integrity is also important because it can help the city and its representatives comply with the law; it may help avoid costly litigation.
- e. Integrity also affects the quality and the effectiveness of our relationships with residents, businesses, contractors, suppliers, government agencies and other members of the public.
- f. And integrity is important because it's the core ingredient of a reputation. Both our personal reputations and the city's reputation are crucial to our success.

14. PERSONAL REPUTATIONS

Each of us has a personal and professional reputation. All of those who do business with you, whether they work for the city or represent some other organization, form opinions about your integrity. They decide if you can be trusted and if you can be relied upon to conduct yourself according to proper ethical standards. That they decide about you frequently is translated into their opinions of the entire community.

Trust is, after all, the key to good interpersonal relationships. It's why people work efficiently together: It's why they can make things happen quickly and smoothly.

A breach of ethics, therefore, does more than violate a legal or moral code. It creates a very difficult practical problem because it destroys trust. Officials and employees who can't be trusted can't be effective. They can't, in other words, do their job very well. And they can't hide this fact very long, either.

15. THE CITY'S REPUTATION

A city's reputation and its overall success are always securely linked. To succeed in its mission, any organization must have the confidence of the people and the organizations it deals with, even if the relationship is indirect.

The City of Muskegon's reputation, obviously, is based on more than the collective reputations of its employees and officials. To a large extent, it depends on how many people perceive the community as to whether they believe, whatever the issues or the circumstances, that the city will act with integrity.

So, trust is also the key element. Trust is the cornerstone of all city relationships. Everyone who plays a role in our business relationships must have faith in our actions and statements.

That confidence is especially important in today's highly complex and fast-paced society

16. STANDARDS OF CONDUCT

The city's integrity rests solidly on the foundation of several general rules of ethical behavior. These rules need to be fully understood by all of us.

- a. Fundamental values must always be honored. The city expects us to be honest, to tell the truth, and to play by the rules. Our relations with everyone must be based on mutual trust and the highest principles of respect for the individual.
- b. This means using some obvious examples, such as that we don't misrepresent

- situations, don't steal city property, don't falsify city records, or misuse city assets for personal use.
- c. It means that we must treat our fellow employees, committee members, residents, contractors, and suppliers in an evenhanded, fair way.
 - d. It means, too, that we must be aware of the perceptions we create because they can be as important as our actions. We should diligently avoid doing or saying anything that leaves the impression of questionable motives. It won't really matter if the impression is wrong: the perception of dishonesty or favoritism has all the harmful consequences of the real thing.
 - e. Consequently, if we believe someone misunderstood what we've said or done, we should clarify the matter quickly. If we misspoke or promise something beyond our authority, we should also correct that situation.
 - f. As city officials/employees, we're expected to honor the spirit and the letter of the law.
 - g. We must not, of course, give or receive a bribe, kickback, or payoff. Beyond that, we must avoid any act that might make it seem we're involved in a bribe, kickback, or payoff (again, that matter of perception).
 - h. No improper action is ever made proper simply because someone considers it "customary" or because others do it.
 - i. And no improper action is made proper because our supervisor or a fellow employee might have suggested it.
 - j. Finally, the city's standards of conduct apply equally to all.

Integrity is not something we put on and take off depending on the people we happen to be dealing with at the moment. You're expected to act with complete integrity all the time.

17. THE GRAY AREAS

It's been said that ethical standards, even at their strongest, are always a little gray around the edges. Any code of ethics, in other words, must sometimes deal with situations where there are two or more legitimate points of view, and where there is no clear right or wrong answer.

Indeed, ideals do not always fit perfectly with reality, and ethical standards do not always provide automatic solutions to difficult questions.

But this doesn't mean that dilemmas must be accepted. It only means that "gray area" issues require careful examination and thought. All the competing interests must be clearly identified and evaluated, and the relevant city standards must be understood and applied. When in doubt, consult with someone of higher authority. Reasonable and ethical answers are always available.

18. RELATIONSHIPS WITH OTHERS

The city places great importance on its officials and employees' relationships with all citizens. The term "citizens" is used here in the broadest possible sense.

Three general principles deserve particular emphasis.

- a. You not only must avoid favoritism or unethical practices, you must avoid contact that could be misinterpreted to suggest questionable behavior (once again, the perception issue).

- b. Don't be drawn into a compromising relationship. When you're dealing with another person the first "small" step you take that undermines your integrity is likely to be followed by another and then another. In a short time, without having done anything that could be considered major, your integrity will have been compromised.
- c. Trust is critical in all relations. You can build trust by positive actions, by caring, by meeting deadlines, and by helping to solve problems. You should recognize those situations where you can appropriately do something to help, and then you should do it.

19. SOLICITING GIFTS OR FAVORS

Gifts or favors, should not be solicited from an individual or an organization that does business with the city or seeks to do so. The size of the gift or favor is immaterial. Soliciting gifts or favors, either directly or indirectly, is strictly prohibited.

- a. You should not, for example, suggest to a supplier that you have personal use for a service or equipment.
- b. And any suggestion that you would appreciate tickets to a social or sporting event is soliciting. Don't do it.

20. ACCEPTING GIFTS OR FAVORS

Accepting a gift or favor that is freely offered is a little different situation. In some cases, if the gifts are of nominal value and they enhance the city's business purposes, they may be accepted— with caution.

- a. Employees of the city are prohibited from accepting gifts of value, favors, or preferential treatment such as discounts from vendors, firms, or individuals regulated by or doing business with the city. Employees violating this policy will be subject to disciplinary action, up to and including dismissal.
- b. The application of this regulation is a matter of reasonable and mature judgment. The following guidelines may be used in interpreting the regulation.
- c. The city gift policy is in effect for all gifts whether received at work or home.
- d. The acceptance of inexpensive advertising gifts, such as pens, pencils, keyrings, calendars, coffee cups, etc., or other small items, such as boxes of candy, nuts, plants, etc., shared by an entire office and/or enjoyed by the public are not considered gifts of value and can be accepted.
- e. Allowing someone to buy your lunch or dinner occasionally or attending a reception is not out of order. On the other hand, frequent payment for an employee's meal should be avoided. A good policy is to try to stay even by picking up the check an appropriate number of times or splitting the bill. These same guidelines can be applied to refreshments and entertainment.
- f. Any gifts of cash, including gift booklets and gift certificates, are strictly prohibited.
- g. Any unusual gift or expensive items, the return of which would be costly or cause embarrassment, or any situation that is clearly defined should be reported to and reviewed by an appropriate supervisor or authority.



21. CITY SPONSORED EVENTS AND ACTIVITIES

Strict standards also cover city social, athletic, or recreational activities, such as Christmas parties or athletic banquets. No employee or city organization should solicit or accept any support for these events from individuals or firms that do business with us or want to.

22. REPORTING CERTAIN FINANCIAL AND OTHER INTERESTS

City officials and employees are required to report, for information purposes, certain financial interests held by them or by their family members. If you have a financial interest in an organization that does business with the city you must report it. You also must report if a family member or relative has such an interest.

In the great majority of cases these interests present no problem and you or your family members may retain them. However, officials or employees who have a financial interest in a firm that does business with the city must always be especially judicious in their conduct.

23. SPECIAL ROLE OF THE INDIVIDUAL

The city's commitment to integrity has real substance only when city employees have their own personal commitment to integrity. Our organizational integrity always begins and ends with the individual.

- a. It depends on the conscience of each person, not just on the city's written policies to preserve its integrity and the perceptions people have of us.
- b. Each of us is a trusted representative of the City of Muskegon. Each of us, therefore, has a direct and singular responsibility to conduct our job-related activities in a manner that protects and enhances our reputation.
- c. Integrity is more than a matter of dos and don'ts. It's always a matter of individual awareness, honesty, determination, and commitment.
- d. Integrity is each employee stepping up to an obligation. It's each of us deciding that we will live and act to make our city an even better place to live and work.

24. A FORMAL STATEMENT OF ETHICS

The preceding discussion has emphasized how and why the actions of individuals can transcend the written law or policy.

However, a formal system is essential to establish a basis of ethical conduct. With the understanding that no set of rules can cover all contingencies, the City of Muskegon, has formally adopted the attached "Code of Ethics".

E. COMPUTER USAGE:

While this policy references city employees, it also applies to Commissioners. Each commissioner is entitled to \$1,500 toward a new computer device in each term they serve and can be reimbursed for internet service up to \$19.99 per month. The City's Information Technology Department provides support to City supplied equipment and services as well.

1. OVERVIEW

The Information Technology ("IT") Department's intentions for publishing a Computer Usage Policy/Acceptable Use Policy are not to impose restrictions that are contrary to City

of Muskegon's established culture of openness, trust and integrity. IT is committed to protecting City of Muskegon's employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of City of Muskegon. These systems are to be used for business purposes in serving the interests of the organization, and of our citizens and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every City of Muskegon employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

This policy covers all Departments and entities of the City of Muskegon and replaces any other computer usage policies.

2. PURPOSE

The purpose of this policy is to outline the acceptable use of computer equipment at City of Muskegon. These rules are in place to protect the employee and City of Muskegon. Inappropriate use exposes City of Muskegon to risks including virus attacks, compromise of network systems and services, and legal issues.

This policy also advises employees as to the nature of appropriate and inappropriate use of social media ("blogging") that may affect the public, Employer, or other employees. This policy must be read in conjunction with other applicable policies and requirements. Employees who are uncertain about the scope or applicability of this policy should contact the Director of Information Technology for guidance. Nothing herein is intended to interfere with employees' rights under the First Amendment to the United States Constitution or the National Labor Relations Act.

3. SCOPE

This policy applies to the use of information, electronic and computing devices, and network resources to conduct City of Muskegon business or interact with internal networks and business systems, whether owned or leased by City of Muskegon, the employee, or a third party. This also includes private cell phones and any other devices that use city resources to communicate (e.g., personal cell phone using internet provided by the City of Muskegon). All employees, contractors, consultants, temporary, and other workers at City of Muskegon and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with City of Muskegon policies and standards, and local laws and regulation.

This policy applies to all internet communication and use of social media done in one's official capacity, in a public capacity or privately. This policy applies to employees, contractors, consultants, temporaries, and other workers at City of Muskegon, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by City of Muskegon. If any clause, provision or portion of any clause or provision is deemed invalid, unlawful or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Contract shall not in any way be impaired or affected.



4. POLICY

a. General Use and Ownership

- i. City of Muskegon proprietary information stored on electronic and computing devices whether owned or leased by City of Muskegon, the employee or a third party, remains the sole property of City of Muskegon.
- ii. You have a responsibility to promptly report the theft, loss or unauthorized disclosure of City of Muskegon proprietary information. Do so by immediately notifying your supervisor and the IT Department.
- iii. You may access, use or share City of Muskegon proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.
- iv. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments may have additional guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.
- v. For security and network maintenance purposes, authorized individuals within City of Muskegon may monitor equipment, systems and network traffic at any time, including the city Voice Over IP phone system (VOIP).
- vi. The Information Technology Department reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

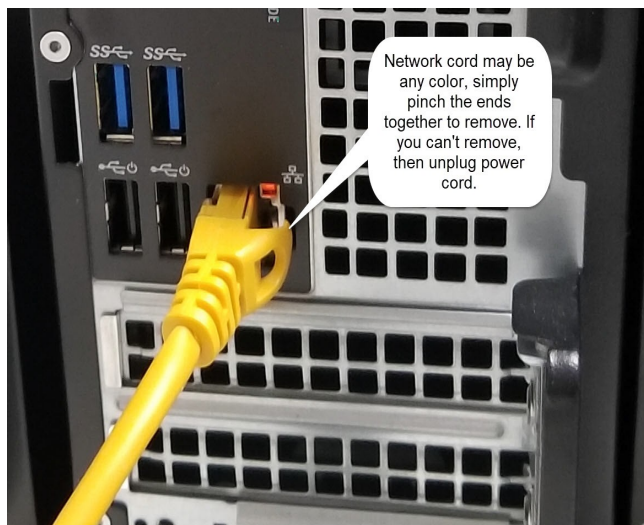
b. Security and Proprietary Information

- i. All mobile and computing devices that connect to the internal network must first be approved by the IT Department.
- ii. System level and user level passwords must meet or exceed those of our Windows Network requirements. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.
- iii. All computing devices with proprietary, confidential, or otherwise sensitive information, or any device connected to the internal network must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.
- iv. Postings by employees from a City of Muskegon email address to internet groups, if allowed, must contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of City of Muskegon, unless posting is in the course of business duties.
- v. Employees must use extreme caution when opening e-mail attachments, especially when they are received from unknown senders. If in doubt, contact the IT Department before taking any action.
- vi. Employees may only use authorized City of Muskegon removable media in their work computers or devices. City of Muskegon removable media may not be

connected to or used in computers that are not owned or leased by the City of Muskegon without explicit permission of the IT Department. Confidential or sensitive information should be stored on removable media only when required in the performance of your assigned duties or when providing information required by other state or federal agencies.

[note: a common ploy by hackers is to drop a USB Stick in the employee parking lot at the beginning of the day in hopes the employee will pick it up and insert the device into their work computer thereby introducing a malware/virus into the network]

- vii. All wireless infrastructure devices, including Bluetooth and other technologies, that are used at a City of Muskegon site must be approved by the IT Department and:
 - Be installed, supported, and maintained by IT Department. Under no circumstances is an employee or third party allowed to initiate, install or maintain a wireless network without first receiving written approval from the IT Department.
 - Use City of Muskegon approved authentication protocols and infrastructure.
 - Use City of Muskegon approved encryption protocols.
 - Maintain a hardware address (MAC address) that can be registered and tracked.
 - Not interfere with wireless access deployments maintained by other support organizations.
- viii. Any security breach or vulnerability, be it real, suspected, or tip, requires that the employee immediately call the IT Department at (231) 724-4126 and talk with staff. If you cannot reach a person from the IT Department, you must immediately remove the network cord from the back of the computer, leave a message for IT Staff, and immediately notify your supervisor. See picture below for further detail.



c. Unacceptable Use



The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of City of Muskegon authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing City of Muskegon-owned resources or points of presence.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

i. System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by City of Muskegon.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which City of Muskegon or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting City of Muskegon business, even if you have authorized access, is prohibited.
- Installation or removal of any software without prior approval of the IT Department. Exceptions would be updates on software previously installed by the City of Muskegon.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The IT Department should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing use of your account by any individual. This includes co-workers, family, and other household members when work is being done at home.
- Using a City of Muskegon computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.

- Making fraudulent offers of products, items, or services originating from any City of Muskegon account.
 - Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
 - Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - Port scanning or security scanning is expressly prohibited unless authorized by the IT Department.
 - Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is authorized by the IT Department.
 - Circumventing user authentication or security of any host, network or account.
 - Introducing honeypots, honeynets, or similar technology on the City of Muskegon network.
 - Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
 - Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
 - Circumventing the Open Meetings Act.
 - Providing information about, or lists of, City of Muskegon employees to parties outside City of Muskegon.
- ii. **Email and Communication Activities**
 When using company resources to access and use the Internet, users must realize they represent the organization. Whenever employees state an affiliation to the organization, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the City of Muskegon". Questions may be addressed to the IT Department.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).

- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within City of Muskegon's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by City of Muskegon or connected via City of Muskegon's network.
- Posting the same or similar non-business-related messages to large numbers of groups (spam).
- Electronic communication using the city email system should not be considered "personal." All communication is logged, archived and may be available to anyone under the Freedom of Information Act (FOIA).

d. Compliance Measurement

The IT Department team will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and monitoring.

e. Exceptions

Any exception to the policy must be approved by the City Manager or Information Technology Department in advance and in writing

f. Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment

5. DEFINITIONS AND TERMS

Blogging: In a broad sense and means all use of online communication and conducts, use of social media by employees, including comments made to or by a public employee, whether made by e-mail, contribution to a weblog, or posting on a website or other social media (public or personal), e.g., Facebook, Twitter, YouTube, Wix, chat rooms, message boards, etc.

Social Media: forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content such as Facebook, Twitter, Instagram, Snapchat, YouTube, Wix, etc.

Internet Posting – posting of any information on the internet in any form.

Honey-pot: an information system resource whose value lies in unauthorized or illicit use of that resource.



F. SOCIAL MEDIA USE:

1. PURPOSE/OVERVIEW

This document outlines the Social Networking and Social Media Use Policy for the City of Muskegon (“the City”). In response to the fast-evolving landscape of digital communication and the increasing role of social media in how residents access information and engage with local government, this Policy establishes clear guidelines for the City’s presence and activity on social platforms.

The purpose of this Social Media Use Policy and Guidelines (“the Policy”) is to define standards for the responsible and effective use of social media by City officials and employees. It ensures that all communications made on behalf of the city are authorized, professional, legally compliant, and aligned with public expectations. This includes adherence to relevant court rulings—such as *Lindke v. Freed*, 601 U.S. 187 (2024)—and compliance with applicable local, state, and federal regulations, including Michigan’s Freedom of Information Act (FOIA).

2. SCOPE

This Policy applies to all social media use by or on behalf of the City of Muskegon, including but not limited to staff, elected officials, appointed officials, committees, and departments. Employees of the Muskegon Police Department shall adhere to their department-specific social media policies. In areas where those policies do not address City specific issues, or for cross-departmental matters, this City policy shall apply.

3. TYPES OF SOCIAL MEDIA USE

a. PERSONAL PAGES

All staff, elected officials, appointed officials and board and committee members may have personal social media sites. These sites shall remain personal in nature and be used to share personal opinions or non-work-related information. Following this principle helps ensure a distinction between sharing personal and City views. Personal pages shall not use City e-mail accounts or passwords in conjunction with a personal social media site. Campaign social media sites fall under this category, however, if a campaign social media page is converted/renamed into an elected official social media page it would be reclassified as an Elected Official Page.

The following guidance is for City employees who decide to have a personal social media account and who decide to comment on or share posts about City business:

- i. Use a disclaimer such as: “This is the personal (or campaign) page of [official/employee]” or “the views expressed are strictly my own and do not reflect or represent the views of my employer.”
- ii. Employees shall not use or disclose any information, photographs, video, or other recording obtained or accessible as a result of employment or appointment with the City without the express authorization of the City Manager and/or their authorized designee.
- iii. Employees may share or repost City information, such as updates on leaf pickup, City events, public meetings, emergency notices, and other relevant announcements, to help keep the community informed.

b. PROFESSIONAL PAGES

The city recognizes two types of professional social media accounts used for City-related communication: City-controlled Pages and Elected Official Pages. By law, both are considered tools for public engagement and must reflect the values, transparency, and professionalism expected of public service. These pages are distinct from personal or campaign accounts.

City-controlled Pages are social media accounts created, owned, and managed by the city. These accounts represent the City as a whole, its departments, specific leadership positions, or specific initiatives, and are used to provide public information, communicate City services, and promote community events.

All City-related communication through these social media pages shall remain professional in nature and should always be conducted in accordance with this Policy and the City's Community Engagement Handbook. All content must maintain neutrality, and comply with legal standards for public communication, including accessibility, records retention, and privacy policies. All City-controlled pages must be registered as outlined below.

City-controlled Pages shall not be used for political purposes, to conduct private transactions, or to engage in private business activities. Inappropriate use of City-controlled social media can be grounds for disciplinary action.

Only individuals authorized by the city may publish content to a city website or City social media account.

Examples of these accounts include: City of Muskegon Government on Facebook, Muskegon City Parks & Recreation on Instagram, and the Muskegon Farmers Market on Facebook.

Elected Official Pages are social media accounts created and managed by elected officials (e.g., Mayor, City Commissioners) in their formal, public roles. Among other purposes, these accounts are used to share information and engage with the public on topics related to their duties within the city.

Although Elected Official Pages are not subject to internal City oversight, elected officials are individually responsible for managing these accounts in accordance with applicable laws. Content that involves the discussion or facilitation of City business may be considered public record and subject to the Freedom of Information Act (FOIA) or the Open Meetings Act (OMA).

Improper use—such as blocking constituents, deleting comments based on viewpoint, or mixing political campaigning with public duties—can create legal liability for both the official and the City.

Elected officials are encouraged to clearly distinguish these pages from personal pages, and to understand the legal risks and responsibilities that come with using social media in an official capacity.

c. REGISTERED CITY PAGES

All City-controlled social media sites shall be listed on one page on the City's website. The link to that webpage is: <https://muskegon-mi.gov/social-media->

accounts/

REGISTERING A NEW PAGE

All City-controlled social media sites shall be (1) approved by the City Manager and/or designee, (2) published using approved social networking platforms and tools, and (3) be administered by the approved staff member(s).

The City Manager and/or their designee, and the IT department, will be granted administrative access to all City-controlled social media pages.

DEREGISTERING AN EXISTING PAGE

If a City-controlled social media page is no longer of use, (1) notify the City Manager and/or designee. (2) Ensure records have been archived according to City guidelines. (3) Set a timeline for deactivating the account. (4) Develop a farewell message to post on the account that includes when the account will be closed and where followers can go for information in the future. (5) Consult with the Community Engagement Manager to determine whether to protect the account name by keeping it active to prevent use of the City's name for improper purposes. If a decision is made to protect the account name, take all necessary action to do so. (6) Unpublish or delete the page. (7) Update the list of official social media accounts listed online on <https://muskegon-mi.gov/social-media-accounts/>.

Considerations for Deregistering:

Considerations for deciding whether to deregister a city social media account may include, but are not limited to:

- Merging an account into another City social media account.
- It is no longer needed to accomplish a department's goals.
- It does not align with the City's mission, vision, or values.
- It does not comply with these procedures.
- It is not currently being used or is being underutilized with no original posts for at least 60 days.
- It is not being monitored.

4. OVERSIGHT AND ENFORCEMENT

City-controlled social media outlets or participating in social media features on City websites shall maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City social media sites or other social media features.

Information shall be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms. City-controlled sites shall be clear and precise and follow industry best practices for posting updates. All content posted to City-controlled social media should be:

- a. Relevant – Information that engages residents and pertains to their daily lives

- b. Timely – Pertains to deadlines, upcoming events, or current news
- c. Actionable – Prompts residents to take action
- d. Informative – Posts should encourage residents to visit a specific City webpage for additional details, resources, or updates related to the content shared.

Social media shall not be used to circumvent other City communication policies, including news media policy requirements. City-controlled pages shall not publish information on any social media sites that include:

- a. Confidential information
- b. Copyright violations
- c. Profanity, racist, sexist, or derogatory content or comments
- d. Partisan political views
- e. Commercial endorsements or SPAM

Time of Use: City-controlled social media accounts are not monitored 24/7, and as such, posts and responses should not be immediately expected. Accounts are traditionally monitored during normal business hours, designated as Monday-Thursday from 7:30 a.m. to 5:30 p.m., excluding holidays.

COMMENT AND PRIVATE MESSAGE GUIDELINES

City-controlled pages shall decide and be consistent with their commenting and private message guidelines. Whether comments or private messages are allowed or not, the pages shall remain consistent.

If comments are turned off on one post, they shall always be turned off on all posts when possible. Acknowledging that the “comment off function” is manual, and happens after the post is made, there is potential for a comment or two to be posted before the comment function is turned off. If that happens and a few comments are made, continue to turn the comments off and comment as the page to notify of the comment guidelines outlined in this policy. If the comment function is accidentally not turned off and many comments are made, leave the commenting feature on for that post.

City-Controlled pages that allow comments may reply to comments or questions as long as it's following archiving rules and this policy. It's encouraged that comments link back to information on an official City website. Refer to the “Moderation of Third-Party Content” section for commenting removal guidelines.

SOCIAL MEDIA ACCOUNT AUDITS

Annual audits of City-controlled account activity and the effectiveness of the content being posted will be performed by the Community Engagement Manager in collaboration with the staff managing the page(s).

The Department Director, or their designee, should confirm that City social media content moderation is regularly occurring to ensure that sites are active, that content is

engaging, and that content posted in violation of this policy is handled appropriately.

For purposes of this policy, “active” refers to a page having been posted to at least once weekly; and “engaging” refers to views, reach, and interaction with the posts.

5. RETENTION

Social media sites are subject to local, state, and federal laws, including Michigan’s Freedom of Information Act (FOIA). Any content produced or maintained on social media sites, including communication posted by the city and communication received from citizens, is a public record.

The Information Technology Department shall preserve records under the relevant records retention schedule in a format that preserves the integrity of the original record and is easily producible. Furthermore, the retention of social media records shall fulfill the following requirements:

- a. Social media records are captured in a continuous, automated fashion throughout the day to minimize the potential loss of data due to deletion and/or changes on the social networking site.
- b. Social media records are maintained in an authentic format (i.e., ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- c. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- d. Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g., PDF).
- e. Each employee who administers one or more social networking sites on behalf of the City has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

The city utilizes an automated archiving solution for all City-controlled social media sites to comply with applicable public records law and fulfill the above record retention requirements. The City’s archive is available through the Information Technology Department.

6. EXTERNAL POLICY

The following guidelines shall be displayed to users on all social media sites or made available on the City’s website and be linked on social media pages.

Time of Use: City-controlled social media accounts are not monitored 24/7, and as such, posts and responses should not be immediately expected. Accounts are traditionally monitored during normal business hours, designated as Monday-Thursday from 7:30 a.m. to 5:30 p.m., excluding holidays.

MODERATION OF THIRD-PARTY CONTENT

City-controlled social media sites serve as a limited public forum and all content published is subject to monitoring. The City-controlled social media platforms are intended primarily for one-way communication of City information. Two-way communication should be discouraged where possible.

Social media is not to be used for emergency communications with the City, such as reporting crimes or hazardous conditions. Such reports shall be made through designated official channels such as 911.

Under no circumstance should users be blocked from City-controlled social media accounts. If suspicious activity is noted, staff should report it directly to the social media platform.

User-generated posts (comments) will be rejected or removed (if possible) when the content:

- a. Contains obscenity or material that appeals to the prurient interest
- b. Contains personal identifying information or sensitive personal information
- c. Is threatening, harassing, defamatory, fraudulent, or discriminatory
- d. Incites or promotes violence or illegal activities
- e. Contains information that reasonably could compromise individual or public safety
- f. False or misleading commercial speech or spam

PUBLIC RECORDS LAW

Social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City business, including communication posted by the city and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

G. COMMUNICATIONS:

1. PURPOSE

The purpose of this policy is to ensure the City Commission receives regular and transparent communication from the City Manager.

2. POLICY

Communication to Commissioners

The City Manager informs the Commission about significant matters such as personnel matters that are likely to provoke public interest as well as negotiations and developments requiring action. Important announcements, media releases, and press conferences are shared with the Commission in advance. All requests to the City Commission are routed through the City Manager's office.

3. PROCEDURES



- a) When emailing information to Commissioners, all Commissioners must be blind copied to reduce risk of violating the Open Meetings Act.
- b) Requests for information from Commissioners must be routed through the City Manager's office.
- c) Communications will be made in a professional, respectful, and timely manner.
- d) Any communications to the Commissioners will be provided without change or alteration.
- e) Requests from Commissioners to the City Manager will be handled on a priority basis. Clear time tables will be provided as appropriate.

4. REFERENCES

City of Muskegon Charter, Chapter IV, Sections 1 and 2, Chapter V, Sections 5 through 8, Chapter VIII, Section 1

H. COMMISSION APPOINTMENT INTERVIEW QUESTIONS

1. How has your experience prepared you to be a City Commissioner? Give examples from your professional or personal life and share any community involvement in Muskegon's neighborhoods, city boards and committees, local service organizations, City Commission meetings, and such.
2. Describe the role and qualities of an effective City Commissioner.
3. What is your vision for the City of Muskegon?
4. What, in your opinion, are the most important issues facing the City of Muskegon?
5. What ideas do you have to encourage and support neighborhood revitalization?
6. Describe your understanding of the council city manager form of government. What is your role in relation to the City Manager and other city staff?
7. How would you address differences of opinion with other Commissioners, staff, other local leaders, and the public?
8. What steps should the city take to improve relations within the Greater Muskegon community? What ideas do you have for ensuring people from all walks of life feel welcome and free to share their input?
9. What qualities do you possess that make you best suited for this appointment?

I. POTENTIAL CANDIDATE CONSIDERATIONS

1. What experiences have prepared you to be a City Commissioner? Consider your professional and personal life, community involvement in Muskegon's neighborhoods, city boards and committees, local service organizations, City Commission meetings, and such.



CITY POLICY INFORMATION

A. PURCHASING POLICY

1. PURPOSE

This policy is established to ensure purchasing activities that are fair and equitable, maximize purchasing value for public funds, and to maintain a procurement system of quality and integrity throughout the procurement process. These policies and procedures are intended to ensure that all city funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Muskegon.

2. GOALS

The City of Muskegon maintains this policy with the goals of:

- Establishing clear specifications that meet city objectives.
- Providing for the greatest competition among potential suppliers while limiting cost to meet the quality of the product or service specified.
- Awarding where possible to local bidders who meet specifications within the context of lowest qualified bidder.
- Ensuring adequate monitoring and reporting of purchasing.

3. OPERATIONAL GUIDELINES

This policy applies to the procurement of supplies, goods, equipment, and services by the City of Muskegon.

- The purchasing policy applies to all city departments and to other agencies, authorities, commissions, boards, and joint-ventures.
- All purchases over \$25,000 require approval by the City Commission. Purchases over \$25,000 must be established either through the annual budget or City Commission approval of additional appropriations. It is the sole responsibility of the Division/Department Head to maintain control of their individual budgets.
- Some purchases are unique in nature and do not require the process of competitive bidding. These items are excluded from the bidding and purchase order requirements. Examples include but are not limited to debt service payments and ongoing expenses for utilities or services.
- The city will not be responsible or liable for any expenditure or agreement for expenditure made by a city employee or city official who fails to follow this purchasing policy and its procedures. Contracts negotiated outside of this policy will be considered invalid and non-binding. Any breaches of this policy shall be reported directly to the Finance Director and City Manager.
- Contracts or purchases shall not be artificially divided to circumvent the purchasing procedures in the policy. Aggregate, recurring purchases such as gasoline, paper products, cleaning supplies, ammunition, etc. must be determined on an annual basis.

4. LOCAL PREFERENCE

The City Commission may give preference to local vendors as follows.

- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- An additional 0.5% difference in bid amount (for a total of 2.5%) will be considered for those qualified vendors located in the City of Muskegon which are not-for-profit and provide social services to City of Muskegon residents.
- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.
- For purchases under \$1,000, local vendors shall be solicited unless valid reasons determine this is not in the best interest of the city.

5. DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.

- 14% minority owned businesses
- 7% female owned businesses

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons.

6. PURCHASING AUTHORITY

The City Manager's Office shall be responsible for the administration of the purchasing system of the city. The procurement procedure to be used is determined by the dollar amount of the procurement. Contracts or purchases shall not be artificially divided to circumvent the purchasing procedures in the policy. Aggregate, recurring purchases such as gasoline, paper products, cleaning supplies, ammunition, etc. must be determined on an annual basis. The requirements for each level of spending are outlined below.

Amount	Requirements
Below \$2,000	Purchases are made by the Department/Division Head and do not have to be competitively bid. Vendor selection and pricing should be reviewed annually for adequate and reasonable competition.
\$2,000 to \$4,999.99	A minimum of three written quotes are required. Award shall be made to the qualified vendor offering the best value in the opinion of the Department/Division Head.



\$5,000 to \$9,999	A minimum of three written quotes are required. Award shall be made to the qualified vendor offering the best value in the opinion of the Division Head.
\$10,000 to \$24,999.99	A minimum of three written quotes are required. Award shall be made to the qualified vendor offering the best value in the opinion of the Division Head and City Manager.
\$25,000 and above	Formal competitive bids shall be solicited through Competitive Sealed Bid or Request for Proposals and are subject to negotiation after bid award.

With City Manager or Division Head approval, any products and services that are available only through a single source can be procured without bidding. Where possible, a state or regional bid contract (such as MiDeal) will be used for single source procurement. In the event no bids were received, the City Manager or Division Head can approve the purchase of products or services through a single source.

Division Heads may set purchasing thresholds for their staff as long as the threshold does not exceed that for the Division Head.

7. PROCUREMENT PROCEDURES

Competitive Sealed Bidding

- a. An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.
- b. Public notice of the invitation for bids shall be made available two weeks in advance of the bid submission date set forth. Notices may include publication in a newspaper of general circulation and/or online media. Professional/technical services need not be publicly advertised, but competition must be ensured.
- c. Bids shall be opened publicly by the City Clerk’s office in the presence of one or more witnesses following the deadline set for the submission of bids at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as the Division Head deems appropriate, together with the name of each bidder, shall be recorded; the record and each bid shall be open to public inspection.
- d. Bids will be evaluated based on the requirements determined in the invitation for bids. These requirements may include inspection, testing, quality, workmanship, experience, delivery, warranty, and suitability for a particular purpose. Bids that do not comply with all criteria set forth in the invitation to bid may be subject to disqualification by City Commission.
- e. Withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid



opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. Except as otherwise provided, all decisions to permit the withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Division Head, endorsed by the City Manager and approved by the City Commission.

- f. Award shall be made to the qualified bidder whose bid is determined to be the most advantageous to the city, taking into consideration price and the evaluation criteria set forth in the invitation for bids, as determined by City Commission.

Request for Proposals (RFP)

- a. When a Division Head determines that the use of competitive sealed bidding is not practical, not advantageous to the city, and/or when a selection should be based on the most qualified vendor, a contract may be entered by use of competitive sealed request for proposals.
- b. Public notice shall be the same as for the competitive sealed bidding process.
- c. The identity of each vendor and the content of any competing vendors shall not be disclosed until the time of the public opening of proposals.
- d. Proposals shall be opened publicly by the City Clerk's office in the presence of one or more witnesses following the deadline set for the submission of proposals at the time and place designated in the request for proposals. A register of the proposals shall be prepared containing the name of each vendor, the number of modifications received, if any, and a description sufficient to identify the item offered.
- e. As provided in the RFP, discussions may be conducted with qualified vendors to assure understanding of and conformance to the solicitation requirements. Qualified vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion to clarify information in the proposal which impacts city staff's ability to make fair comparisons between proposals.
- f. Award shall be made to the qualified vendor whose proposal is determined to be the most advantageous to the city, taking into consideration the evaluation criteria set forth in the request for proposals, by the City Commission.

Cancellation of Bids or Requests for Proposals

A bid, request for proposal, or other solicitation may be canceled, and any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the city, as determined by the Division Head and supported by the City Manager. Each solicitation issued by the city shall include this notification.

Cooperative Purchasing

The city may join in cooperative purchasing arrangements with the State of Michigan or any other government units or non-profit agencies. Any cooperative agreements set forth by the City of Muskegon must follow the guidelines of this policy.

Emergency Procurements

When there is an immediate threat to the public health, safety, or welfare of the city or its citizens, the City Manager may authorize the award of a contract utilizing competition as

may be practical and reasonable under the circumstances, for the emergency purchase of supplies, materials, equipment, services or construction. Such purchase must be reported to the City Commissioners as soon as possible.

Recycled Products

The city shall make every effort to purchase recycled products whenever possible.

Insurance Requirements

Vendors and contractors will be required to carry adequate insurance coverage.

8. CONSTRUCTION PROJECTS

Construction projects are subject to the provisions of this policy and the requirements that follow.

- **Prevailing Wages** – The City will continue to comply with any local, state, or federal policies as required by the funding source for a particular project. For example, Public Works projects which include federal transportation, drinking water, or sanitary sewer funding require prevailing wages be paid to contractors. The City Commission may also give preference to vendors paying Davis Bacon wages on other projects by awarding contracts when the lowest qualified prevailing wage bid/price is within 1% or less of the lowest qualified non-prevailing wage bid. When applicable, the 1% preference can be added to the local preference up to a 3% or \$100,000 differential, whichever is less.
- **Change Orders** – The Department Head in charge of the construction project shall have the authority to approve individual change orders up to 10% of the cost of the construction but not more than \$30,000, unless the approved budget includes a contingency amount that covers the amount of the change order. The City Manager is authorized to approve change orders and contract expenditures between 10% and 20% but not more than \$30,000, unless the approved budget includes a contingency amount that covers the amount of the change order. The City Commission must approve (retroactively if urgent) any change order or combination exceeding the above parameters. All final payments of construction projects shall require signatures from the Department Head, the Finance Director, and the Division Head.
- **Bid Bond** – All construction projects shall require a bid bond from each bidder in the amount of five percent (5%) of their bid. The bond will secure the bid. The bond will be released upon award of the contract by the City Commission for unsuccessful bidders and upon execution of the contractor for the successful bidder. (Lesser amounts than 5% may be permitted by exception for good cause upon approval by the City Commission.)
- **Performance Bond** – All construction projects shall require a performance bond from the successful bidder for the full amount of the contract or as specified by bid document. This bond will be written in such a manner to ensure satisfactory completion of the project. The bond shall be in effect for one full year after completion of the project. The bond will be released only after the Department Head in charge of the project and the Division Head are satisfied that the project was properly completed and one year has elapsed.

9. STANDARDS OF CONDUCT



Recognizing that city purchases involve the use of public funds, the following standards shall apply to all purchases made.

- All vendors, current and prospective, shall be treated equitably. Purchasing decisions shall be based upon price, quality, delivery, written standards, previous service, and other relevant factors promoting the best interest of the city.
- Employees shall be prohibited from furnishing to any prospective bidder information that would give any vendor an unfair advantage over other prospective vendors.
- Purchasing records shall be retained by the Finance Division for public review.
- Employees shall not utilize the city's purchasing system to purchase items for personal use.
- Employees shall be prohibited from accepting rebates, gifts, gratuities, or favors from vendors. Any extra option or alternative providing benefit to the city shall be explained in the bid.
- Employees shall have no financial or beneficial interest in any contract or purchase order for goods and services used by the city. The city's charter shall govern conflicts of interest.
- Vendors must be businesses in good standings with the city.

10. VIOLATIONS TO PURCHASING POLICY

In the event that staff do not follow the purchasing policy, decisions will be made per the following guidelines.

For any single expenditure under \$25,000, the City Manager and Finance Director review the purchase.

For any single expenditure of or over \$25,000, the City Manager and Finance Director review the purchase with the City Commission.

For any single expenditure of or over \$25,000, where the City Manager or Finance Director have not followed the policy, the Division Head who most recently served as interim City Manager reviews the purchase with the City Commission.

11. AMENDMENTS TO PURCHASING POLICY

Any amendments to this Purchasing Policy will be submitted to the City Commission by the City Manager and shall require City Commission approval by resolution.

B. EMERGENCY PROCEDURES

The City of Muskegon is committed to providing a safe workplace for all employees and visitors. In the event of an emergency, employees are expected to remain calm, follow the directions of supervisors or emergency personnel, and report to supervisors once safe to do so.

The following procedures apply to common emergencies that may occur in the workplace:

1. GENERAL SECURITY CONCERNS

Report suspicious persons or activities to supervisors or directly to the Muskegon Police Department.

- During business hours: 231-724-6750
- After business hours: 911 (Muskegon Central Dispatch)

Ensure exterior doors remain secured after hours.

2. INCLEMENT WEATHER

The City of Muskegon will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but employees may choose to leave the office if they feel uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If employees leave earlier than the official closing time, they will be paid only for actual hours worked, or they can take personal or vacation time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

3. SEVERE WEATHER/TORNADO

In general, move to the lowest interior area away from windows. Remain sheltered until an “all clear” is issued by management or emergency personnel.

- At City Hall, report to the basement storage area or break room.
- At Public Works, shelter in the interior locker rooms.
- At the Filtration Plant, use the locker room outside the lab. Staff should notify the Maintenance Operator, Chief Operator, or Superintendent and bring the following to their shelter location.
 - o Policy and procedure binder
 - o Surface laptop
 - o Cell phone, if available
 - o Notes related to current operations of the plant

Severe Weather Watch

Filtration staff are directed to monitor surrounding conditions and take action when the situation worsens.

Severe Weather Warning

Filtration staff should notify all staff working in the plant and at remote sites. Tank levels, remote site conditions, and treatment processing should be noted until the storm has passed. High winds or heavy snow require opening in locking out the front gate for access to emergency personnel.

4. FIRE/EVACUATION

Leave the building immediately when alarms sound or when instructed by a supervisor. Use the nearest safe exit referring to fire route maps posted throughout city facilities.

Use stairs only – elevators will be out of service during a fire.

Gather at designated assembly areas:

- o City Hall employees: Employee parking lot behind Anchor Insurance
- o DPW employees: south employee lot at 1350 E Keating Avenue
- o Filtration: Beach parking lot across from Gate 1.

5. MEDICAL EMERGENCY

The first step is to call 911 and provide the building address.

- City Hall: 933 Terrace Street
- DPW: 1350 E Keating Avenue



- Filtration: 1900 Beach St
Ensure responders know which gate to use
 - o Gate 1 – Beach Street – front gate
 - o Gate 2 – Beach Street – high service gate
 - o Gate 3 – Beach Street – auxiliary gate
 - o Gate 4 – Beach Street – area 51
 - o Gate 5 – Keaton Court – back gate

Notify the nearest supervisor.

Once emergency personnel are on site, guide them to the location of the emergency. Staff should be aware of AED and first aid kit locations.

- City Hall AED's and first aid kits
 - o Second floor – main hallway
 - o First floor – intersection of hallways near Commission Chambers
 - o Basement – main hallway
- Filtration Plant AED's and First Aid Kits
 - o Headworks lobby – next to plant map between stairs and pretreatment hallway
 - o Lab – first aid kit only
- Public Works AED's and first aid kits
 - o Hallway outside the Water Department break room
 - o Mechanics area break room

6. VIOLENT INTRUDER/ACTIVE SHOOTER

In the event of a violent intruder or active shooter, employees should follow the instructions of the Muskegon Police Department and any training provided by the city. Additional training opportunities and resources are available.

7. BOMB THREAT/SUSPICIOUS PACKAGE

Do not touch or move the object.
Call 911 and notify a supervisor.
Evacuate the building if instructed.

8. HAZARDOUS MATERIALS/UTILITY FAILURE

In case of gas leak, chemical spill, or power outage, notify your supervisor. Evacuate the building if directed. Muskegon Fire and Department of Public Works maintain specialized spill kits and response equipment.

9. ELEVATOR EMERGENCY

If trapped in an elevator, press the emergency button to request help. Do not attempt to force doors open or exit without assistance. Wait for emergency personnel to arrive.

10. CHEMICAL RELEASE/AIR QUALITY CONCERN

If instructed to shelter-in-place, remain inside the building. Close doors and windows, and stay away from exterior openings. Await further instructions from supervisors or emergency personnel.



ACRONYMS

ACFR	Annual Comprehensive Financial Report
ACT51	Transportation Funding Act
ADA	Americans with Disabilities
AMI	Area Median Income
AMP	Average Median Purchase Price
BEA	Baseline Environmental Assessment
BID	Business Improvement District
BRA	Brownfield Redevelopment Authority
BRI	Brownfield Revitalization Initiatives
CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant
CFT	Commercial Facilities Tax Abatement
CHDO	Community Housing Development Organization
CIP	Capital Improvement Plan
CNS	Community and Neighborhood Services
CP	Consolidated Plan
CPRB	Citizens Police Review Board
DDA	Downtown Development Authority
DPW	Department of Public Works
EC	Enterprise Community
EDA	US Economic Development Administration
EDC	Economic Development Corporation
EOC	Equal Opportunity Committee
EIA	Environmental Impact Assessment

EPA	US Environmental Protection Agency
ER	Environmental Review
FAR	Floor Area Ratio
FLSA	Fair Labor Standards Act
FMLA	Family and Medical Leave Act
FOIA	Freedom of Information Act
GASB	Government Accounting Standards Board
GIS/GPS	Geographic Information System/Global Positioning System
HAZMAT	Hazardous Material Management
HBA	Housing Board of Appeals
HDC	Historic District Commission
HOME	Home Investment Partnership
HRC	Home Rule City
HUD	US Department of Housing and Urban Development
IFT	Industrial Facilities Tax Abatement
LDFA	Local Development Financing Authority
LRC	Land Reutilization Committee
MBWE	Minority Business Women Enterprise
MCL	Michigan Compiled Laws
MDEGLE	Michigan Department of Environment, Great Lakes, and Energy
MDNR	Michigan Department of Natural Resources
MDOT	Michigan Department of Transportation
MEDC	Michigan Economic Development Corporation
MHPN	Michigan Historic Preservation Network
MIOSHA	Michigan Occupational Safety and Health Act

MML	Michigan Municipal League
MZEA	Michigan Zoning Enabling Act
NAM	Neighborhood Association of Muskegon
NIMBY	Not in My Back Yard
NPS	National Parks Service
NPU	Neighborhood Policing Unit
NTHP	National Trust for Historic Preservation
OMA	Open Meetings Act
PSD	Principal Shopping District
PC	Planning Commission
PILOT	Payment in Lieu of Taxes
PJ	Participating Jurisdiction
PUD	Planned Unit Development
QBS	Qualifications Based Selection
RFP	Request for Proposals
RLF	Revolving Loan Fund
RRP	Rental Rehabilitation Program
SEV	State Equalized Value
SHPO	State Historic Preservation Office
SHPRB	State Historic Preservation Review Board
SPR	Site Plan Review
SUP	Special Use Permit
TDR	Transfer of Development Rights
TEDF	Transportation Economic Development Fund
TIFA	Tax Increment Finance Authority
ULA	Urban Land Assembly

USGS United States Geologic Survey

WEMET West Michigan Enforcement Team

WMSRDC West Michigan Shoreline Regional Development Commission

ZBA Zoning Board of Appeals

Document edit notes

Action	Person	Date	Change
New	L. Mikesell, A. Meisch		New handbook

