CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 24, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- **CALL TO ORDER:**
- **PRAYER:**
- **PLEDGE OF ALLEGIANCE:**
- **ROLL CALL:**
- **HONORS, AWARDS, AND PRESENTATIONS:**
- **PUBLIC COMMENT ON AGENDA ITEMS:**
- **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **Annual Action Plan Budget 2022** Community and Neighborhood Services

C. **Concession Agreement – Patti Wagon** Public Works

D. **Engineering services – Drinking Water Revolving Fund for Lead Service Line Replacement** Public Works

E. **Transportation Economic Development Fund** Public Works

F. **Transportation Asset Management Plan** Public Works

G. **Updated (MNRTF) Michigan Natural Resources Trust Fund Grant Resolution** Public Works

H. **City Park Concession Policy** Public Works

I. **HOME Administrative and Planning Funds from American Rescue Plan (ARP) Grant** Community and Neighborhood Services

J. **Muskegon Social Equity Plan Amendments** Planning

K. **Re-assignment of 433/435 E. Isabella Avenue** Community and Neighborhood Services

□ **PUBLIC HEARINGS:**

A. <u>Commercial Facilities Exemption Certificate – Sweetwater Development</u>
Planning

B. <u>Commercial Rehabilitation Certificate – Northern Biomedical Research, Inc.</u> Planning

□ **UNFINISHED BUSINESS:**

A. <u>Concession Agreement – Muskegon Lighthouse Conservancy</u>
Public Works

□ **NEW BUSINESS:**

A. <u>Housing Board of Appeals Demolitions</u> Public Safety

872 Forest

B. <u>Amendment to Neighborhood Enterprise Zone Certificate – 292 W. Western</u>
Planning

□ **ANY OTHER BUSINESS:**

□ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

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

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the April 26, 2022 Regular Meeting, April 29, 2022 Special Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

APRIL 26, 2022 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, April 26, 2022. Pastor D.W. Tolbert, New Hope Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Ken Johnson, Vice Mayor Willie German, Jr., Commissioners, Eric Hood, Rachel Gorman, Rebecca St.Clair, and Michael Ramsey Interim City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Teresa Emory

HONORS, AWARDS, AND PRESENTATIONS: **Women Veterans Day**

Mayor Ken Johnson presented a proclamation to WINC – Women Injured in Combat. There was a group of women veterans present and all women veterans were being honored for their service and sacrifice. The women veterans community is the fastest growing subset of American veterans. Zaneta Adams, founding member of WINC and Director of Veterans Affairs for the State of Michigan, was in attendance and expressed her appreciation for the City's recognition and for helping to raise awareness.

PUBLIC COMMENT ON AGENDA ITEMS: Public Comments were received.

2022-36 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the March 22, 2022 Regular meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Request to Fly the Norwegian Flag City Clerk

SUMMARY OF REQUEST: Sons of Norway are requesting permission to fly the Norwegian Flag at City Hall on Constitution Day (Independence Day) which is

Tuesday, May 17, 2022.

STAFF RECOMMENDATION: To approve the request.

C. <u>MERS 457 Supplemental Retirement Program</u> Finance

SUMMARY OF REQUEST: The City wants to offer employees an additional 457 supplement retirement plan through MERS. Municipal Employees' Retirement System (MERS) offers a supplemental 457 plan that encourages employee's additional savings towards retirement. The city offers two additional 457 plans, this will be a third option for employees.

STAFF RECOMMENDATION: To adopt the resolution from MERS to offer an additional 457 supplemental retirement plan to city employees.

D. <u>Health and Dental Care Renewal</u> Finance

SUMMARY OF REQUEST: To approve the renewal of Priority Health as the City's fully insured health care provider and the Third Party Administrator for City's self-funded health care plan. Also, to renew Delta Dental as the City's dental insurance provider.

Detailed Summary: The City's health care coverage renews June 1, 2022, for the period June 1, 2022 to May 31, 2023. The following are changes effective June 1, 2022.

1. Renewal rates increased by 3.5%. Average US increases for 2022 are expected to be between 4.7 and 5.2%.

Demographic	2021	2022
Single	$552.93	$572.44
Double	$1,244.09	$1,287.99
Family	$1,492.91	$1,545.59

2. We are increasing our coinsurance out of pocket maximum as follows:

Demographic	2021	2022
Single	$1,500	$2,500
Double/Family	$3,000	$5,000

3. Our Health Reimbursement Arrangement (HRA) is running very well. Our annual projection for this current (2021/22) plan year payout will be around $325,411.12.
4. Our Deductible needs to be met before the Coinsurance starts. We only had 8 people meet their deductible for 2021.
5. We are saving over $36,000 in premium to increase the coinsurance out of pocket maximum.
6. The out of pocket maximum limit, which is set by the government increased as follows:

2021	2022
$8,150/$16,300	$8,550/$17,100

7. Our employer contribution will remain below the "hard cap limits" set by PA 152.

	2021	2022
Annual Employee	$389,669.32	$403,419.38
Annual HRA Employer	$325,411.12	N/A
Annual Employer	$2,045,763.92	$2,117,951.74
Annual Hard Cap	$2,552,575.15	$2,647,020.05

8. We are implementing our Wellness plan again for 2022. The City will continue to pay the Deductible and Coinsurance for employee and spouses who have gotten a physical between 4/1/2020 and 3/31/2022. If an employee and spouse do not get their physicals they will be responsible for the first $1,000 deductible for an individual and the first $2,000 deductible for a double/family.
9. We are implementing a Hearing Rider. This is a new benefit offered by Priority Health. It is a piece of the healthcare services that has always been missing. We are very pleased to be able to add this rider as assistance for those who need this benefit. The rider gives the member one hearing test covered in full plus a $1,000 allowance per hearing aid every 36 months.

For our self-funded contract, which includes 2 segments, those retirees under 65 and those over 65. We have had a few years of large claims in the self-funded plan. We are starting to see them go down.

	Enrolled	Current	Renewal	Increase/Decrease
Admin Fee	157	$53.12	$52.80	-0.6%
Aggregate Premium	157	$13.76	$14.72	7.0%

Delta Dental rates will be reduced by 6% for 2022-23. There are no plan changes. The city offers three benefit packages dependent on where you work.

	Single	Double	Family
Basic (Police & Fire)	$26.80	$50.40	$101.28
Enhanced (Non-Union)	$32.68	$61.19	$122.25
Union Enhanced (Union)	$31.24	$59.33	$120.50

Vision rates will stay the same and there will be no changes in benefits

AMOUNT BUDGETED: $2,642,220.90

STAFF RECOMMENDATION: To approve the Priority Health fully insured and self-funded renewal, and the Delta Dental renewal for 2022-23.

E. <u>Procure Contractors 2022</u> Community and Neighborhood Services

SUMMARY OF REQUEST: Solicitation of Contractors for various programs to provide repair and replacement services for citizens of our city and county provides CNS with a list of multiple building trades. CNS regularly requests Contractors to submit bids for housing rehabilitation projects to secure a list for future use for our rental units. Ultimately, we are hopeful to attract new contractors throughout the county and outlying communities to provide necessary services of all construction trades and specialties for all of our housing programs.

STAFF RECOMMENDATION: To approve the procured list of contractors submitted for future CNS projects/programs.

F. <u>Request for Proposal Approvals</u> Community and Neighborhood Services

SUMMARY OF REQUEST: We received requests of proposals from sub-recipients to provide academic enrichment and recreation activities; accessible ramps (new and repairs) for low-income households; outdoor childcare center and scholarships for low income households.

Love INC of Muskegon Count - $40,000 – new ramps and repairs to existing ramps of the City of Muskegon low-income residents.

Boys & Girls Club of the Muskegon Lakeshore - $100,000 – continued youth recreation, academics, social enrichment and leadership for Muskegon Youth.

Early Childhood Education Equity – Muskegon YMCA Y-Learning - $50,000 – Outdoor learning space along with scholarships for low-income households.

AMOUNT REQUESTED: $165,000 AMOUNT BUDGETED: $165,000

COVID-19: $25,000 COVID-19: $25,000

FUND OR ACCOUNT: CDBG FY2022/CDBG-CV

STAFF RECOMMENDATION: To approve agreements with Love INC of Muskegon County, Boys and Girls Club of the Muskegon Lakeshore, and Muskegon YMCA.

G. <u>Traffic Control Order #74</u> Traffic/Engineering

SUMMARY OF REQUEST: Staff is requesting approval of Traffic Control Order #74-(2022) for installation of a four-way stop at Wesley and Roberts.

The Michigan Manual of Uniform Traffic Control Devices (MMUTCD), the

document that provides guidance for installation of traffic controls, includes provisions for stop-controlled intersections such as:

- An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

While the City is not required to install stop-controls in all situations that meet the guidance in the MMUTCD, in the case of the intersection at Wesley Avenue and Roberts Street, DPW and Public Safety staff, together with MAISD staff at the Wesley School and Lakeshore Learning Center, believe stop-control at this intersection will improve safety and compliance in the neighborhood.

Staff is requesting approval of Traffic Control Order #74-(2022)

STAFF RECOMMENDATION: To approve Traffic Control Order #74-(2022).

I. <u>Camp at Burning Foot</u> Public Works

SUMMARY OF REQUEST: The organizers of Burning Foot are requesting to allow camping at their event on August 27, 2022 and authorize staff to charge a fee equal to 10% of their camping revenue. Burning Foot has offered camping at their event each year and has been authorized in the past to pay 10% of their camping revenue. Policy indicates the Commission may choose to charge 10% of the camping revenue or $20 per campsite.

STAFF RECOMMENDATION: To authorize Burning Foot to provide camping at Pere Marquette Park on August 27, 2022 and pay a fee of 10% of their camping revenue as a fee to the City.

J. <u>Roberts Street Water Tower Painting</u> Public Works - Filtration

SUMMARY OF REQUEST: Staff is requesting authorization to contract with Fedewa, Inc. for painting and modifying the Roberts Street water tower.

The Roberts Street water tower is located at the corner of Roberts and Lawrence in the Marquette neighborhood. The tower's exterior and interior coatings are beyond their expected lifetimes, and a 2019 inspection found the coatings to be deteriorating and delaminating. The exterior tower coating continues to chalk, fade, and lose its gloss.

The project to improve this water tower will involve a complete overcoat of the tower exterior and also includes repairs to the interior coating. Other modifications will take place to bring the tower into compliance with current safety standards and drinking water regulations. The artworks on the tower will be changed to the Watch Muskegon logo.

The Commission approved a contract with Dixon Engineering for the professional services portion of this project at the February 8, 2022 meeting. The construction portion of this project was posted publicly in March, and sealed

bids were accepted until April 5, 2022. Two bids were received for painting and modifying the water tower. Dixon has evaluated the bids and recommends the lowest bid of $269,799.00 from Fedewa, Inc. This project is budgeted as part of the FY21-22 budget.

AMOUNT REQUESTED: $269,799.00 AMOUNT BUDGETED: $400,000

FUND OR ACCOUNT: 591-92035

STAFF RECOMMENDATION: Authorize staff to contract with Fedewa, Inc. in the amount of $269,799.00 to paint and modify the Roberts Street water tower.

K. <u>Sale – 1065 James, 266 Meeking, 270 Meeking, 280 Meeking, and 290 Meeking</u> Planning

SUMMARY OF REQUEST: City Staff is seeking authorization to sell five of the City owned vacant lots to James Williams. James Williams will be constructing four single family homes on the lots owned by the City of Muskegon. The properties are zoned R-1 (Single Family Residential). The four lots on Meeking will be combined and split into three buildable parcels. They will be sold for 75% of the True Cash Value (TCV) per policy. The four properties on Meeking will be combined and re-split into three buildable single-family lots. The total selling price will be $21,075. All of the properties are located in the Brownfield Development area. The homes will be constructed within 18 months.

STAFF RECOMMENDATION: Authorize the Code Coordinator to work with the developer and complete the sale of the five city-owned buildable lots as described and to have the Mayor and Clerk sign the deed.

L. <u>Musketawa Trail Project – Change Order #003</u> DPW/Engineering

SUMMARY OF REQUEST: Staff is requesting approval of Change Order #003 on the Musketawa Trail Connector project as the overall project has exceeded staff approval levels for change orders.

The majority of Change Order #003 represents a design error. Sand fill is needed to bring the grade up to sub-grade from milling the pavement. Also, some driveways are required to be poured on a Saturday and needed to be opened by Monday, which requires a different mix design.

Change Order #003 requests a net increase to the project of $9,019.50 above the previously approved requests.

This change order will result in the following final values for the project:

As-Bid Cost = $518,602.35

Current Cost = $561,874.26

Net Change = $43,271.91 (8.34% Increase)

AMOUNT REQUESTED: $9,019.50 AMOUNT BUDGETED: $650,000

FUND OR ACCOUNT: 202-99118

STAFF RECOMMENDATION: Authorize staff to approve Change order #003 to Project 99118 (Musketawa Trail Connector) in the amount of $9,019.50 for the additional work.

Motion by Vice Mayor German, second by Commissioner Gorman, to accept the consent agenda as presented, minus item H.

ROLL VOTE: Ayes: German, Gorman, St.Clair, Johnson, Hood, and Ramsey

Nays: None

MOTION PASSES

2022-37 REMOVED FROM CONSENT AGENDA:

H. <u>Traffic Control Orders #75, #76, & #77</u> Traffic/Engineering

SUMMARY OF REQUEST: Staff is requesting approval of Traffic Control Orders #75-(2022) for the installation of a four-way stop at Western and Franklin, #76-(2022) for the installation of a four-way stop at Michigan and Franklin, and #77-(2022) for the installation of an all-way stop at Southern and Lakeshore.

The Michigan Manual of Uniform Traffic Control Devices (MMUTCD), the document that provides guidance for installation of traffic controls, includes provisions for stop-controlled intersections such as:

- The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day, and
- An intersection to two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

While the city is not required to install stop-controls in all situations that meet the guidance in the MMUTCD, in the case of the intersections at Western Avenue and Franklin Street, Franklin Street and Michigan Avenue, and Lakeshore Drive and Southern Avenue, DPW and Public Safety staff believe stop-controls at these intersections will improve safety and compliance on the lakefront corridor from Downtown to the Lakeside District.

Staff is requesting approval of Traffic Control Orders #75-(2022) for the installation of a four-way stop at Western and Franklin, #76-(2022) for the installation of a four-way stop at Michigan and Franklin, and #77-(2022) for the installation of an all-way stop at Southern and Lakeshore.

STAFF RECOMMENDATION: To approve Traffic Control Orders #75-(2022), #76-(2022), and #77-(2022).

Motion by Commissioner St.Clair, second by Vice Mayor German, to approve Traffic Control Orders #75-(2002), #76-(2022), and #77-(2022)

ROLL VOTE: Ayes: Gorman, St.Clair, Johnson, Hood, Ramsey, and German

Nays: None

MOTION PASSES

2022-38 UNFINISHED BUSINESS:

A. <u>CSX Agreement</u> City Manager

SUMMARY OF REQUEST: Staff is seeking approval to proceed with the CSXT agreement following our due diligence period.

In December of 2021, the City Commission approved the agreement with CSXT for the purchase and removal of the CSXT railroad line from the Jaycees Launch Ramp to the Boys and Girls Clubhouse. During the due diligence period, we have obtained a survey of the entire line, have reviewed all of the crossing agreements and encroachments, and are obtaining a title commitment. A consulting firm has been hired through a State of Michigan grant to complete the environmental review which can take place outside of the due diligence period. As noted in the attorney's memo, there are no concerns with continuing forward through the process.

AMOUNT REQUESTED: $1.688 million AMOUNT BUDGETED: $2 million

FUND OR ACCOUNT: State/Federal Grants

STAFF RECOMMENDATION: To authorize staff to proceed with the CSXT Agreement.

Motion by Commissioner Gorman, second by Commissioner St.Clair, to authorize staff to proceed with the CSXT Agreement.

ROLL VOTE: Ayes: St.Clair, Johnson, Hood, Ramsey, German, and Gorman

Nays: None

MOTION PASSES

B. <u>Amendment to the Ride Muskegon Agreement</u> City Manager

SUMMARY OF REQUEST: City staff is seeking approval of the final exhibits in the operating agreement with Ride Muskegon, LLC.

When the operating agreement was approved by the commission, a motion was made to return to the commission with the proposed final attachments for adoption. The final attachments are provided for consideration as is the executed agreement.

STAFF RECOMMENDATION: To approve the final exhibits in the operating agreement with Ride Muskegon, LLC.

Motion by Commissioner Hood, second by Commissioner Ramsey, to approve the final exhibits in the Operating Agreement with Ride Muskegon, LLC.

ROLL VOTE: Ayes: Hood, Ramsey, German, and Gorman

Nays: St.Clair and Johnson

MOTION PASSES

2022-39 NEW BUSINESS:

A. <u>Exspiravit Consumption Events</u> Public Works

SUMMARY OF REQUEST: Exspiravit has applied to host two events in the City of Muskegon. The Incredible Edible Event at Mercy Health Arena on August 20, 2022 and the Falling Leaves Festival at Marsh Field on September 24, 2022.

STAFF RECOMMENDATION: To authorize the Clerk to sign both attestations and approve the events contingent upon a meeting and approval with special event staff.

Motion by Commissioner Ramsey, second by Commissioner Hood, to authorize the Clerk to sign both attestations and approve the events contingent upon a meeting and approval with special event staff.

ROLL VOTE: Ayes: Johnson, Ramsey, German, Gorman, and St.Clair

Nays: Hood

MOTION PASSES

B. <u>Downtown Muskegon Social District Plan and Map Amendments/Fee Restructure</u> Economic Development

SUMMARY OF REQUEST: Requesting approval of an updated Muskegon Downtown plan and map, adding Hackley Park, along Clay Avenue from Second to Fourth and the CIO Hall at 490 W. Western into the district.

The city commission approved the Downtown Muskegon Social District in August 2020 and amended it in April 2021 to remove the Port City CIO Building Association to allow the owners to have special event licenses. The enactment of Public Act 27 of 2022 allows a social district to continue operations even when an LCC special event license is operating within the district as long as the district and the event are separated. Staff has met with a group of the current and potentially future establishments within the Social District and are responding to longstanding downtown special event requests to operate within the Downtown Social District. Staff recommendation is to expand the Downtown Social District to include Hackley Park, along Clay Avenue from Second to Fourth and put 490 W. Western (CIO Hall) back into the district. Special event licenses are now available in the park and at CIO Hall and allows Social District patrons to enjoy Hackley Park when events are not scheduled in the park. An amended Downtown Social District plan, revised Downtown Social District map – list of

establishments, and accompanying resolution are attached for commission consideration. In addition, after meeting with the establishments concerned about the cost of the 75-cent 2022 social district stickers the commission approved in December, staff is requesting a modification reducing the cost to 25-cents a sticker for the first 1,000 stickers for establishments northeast of Terrace Street and in the separate Lakeside Social District.

AMOUNT BUDGETED: Minimal revenue reduction

FUND OR ACCOUNT: 101-80400-5231

STAFF RECOMMENDATION: To approve an amended Muskegon Downtown Social District plan and map, a resolution of the same and adjust fees for the Lakeside Social District and the Downtown District northeast of Terrace Street.

Motion by Vice Mayor German, second by Commissioner Gorman, to approve an amended Muskegon Downtown Social District plan and map, a resolution of the same and adjust fees for the Lakeside Social District and the Downtown District northeast of Terrace Street.

ROLL VOTE: Ayes: Hood, Ramsey, German, Gorman, St.Clair, and Johnson

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Vice Mayor German spoke about an email received from Oakview Schools regarding concerns about safety at Sheldon Park.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public comments received.

ADJOURNMENT: The City Commission meeting adjourned at 7:20 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

CITY OF MUSKEGON
SPECIAL CITY COMMISSION MEETING

Monday, April 29, 2022 - 2:00 p.m.
Muskegon City Hall, 933 Terrace Street, Muskegon, MI 49440
In the Commission Chambers, Room 107

MINUTES

Present: Mayor Johnson, Vice Mayor German, Commissioners Ramsey, Gorman, St.Clair, and Hood

Absent: Commissioner Emory

Request for Qualifications to Hire an Executive Search Firm

This is a request to initiate the process for hiring a city manager by considering whether to issue a Request for Qualifications to hire an executive search firm.

At the April 29th special meeting, the Commission reviewed the City's process for hiring its last city manager in 2013 and decided to follow the same outline for hiring its next city manager. The City Commission was asked to approve an RFQ for publication, approve a list of firms and organizations to receive the RFQ, and approve a schedule of the next steps.

Mayor Ken Johnson, Clerk Ann Meisch, and Counselor John Schrier met recently, and they submitted the following schedule for consideration:

May 2, 2022 City staff will mail, email, and post on social media sites the RFQ

May 12, 2022 @ 2 pm Proposals from executive search firms are due to the City Clerk

May 13, 2022 Staff will distribute all proposals to all Commissioners

May 20, 2022 at 2 pm City Commission Special Meeting to select a small number of executive search firms to interview

May 25, 2022 at 4 pm City Commission Special meeting to interview executive search firms, select executive search firm, authorize Mayor and Clerk to execute agreement with the Commission's preferred consultant.

Motion by Commissioner Ramsey, seconded by Commissioner Gorman to approve and initiate the process to hire an executive search firm as outlined above.

Roll Call Vote:

Ayes: German, Gorman, St. Clair, Johnson, Hood, Ramsey.
Nays: None.

MOTION PASSES.

PUBLIC PARTICIPATION

Discussion took place on the hiring of the next Public Safety Director and the organizational structure of the Public Safety Department. The Commission requested this item be placed on a future Worksession meeting and an organizational chart as well as job descriptions of management within the Public Safety Division be provided to the City Commission.

ADJOURN

Motion by Vice Mayor German, seconded by Commissioner St. Clair to adjourn the meeting at 2:35 pm.

MOTION PASSES.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Annual Action Plan Budget 2022
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: The Annual Action Plan Budgets are presented to the Commission for approval based on the Department of Housing and Urban Development (HUD) appropriations for FY2022. The Community Planning and Development(CPD) office funded programs are Community Development Block Grant (CDBG) and HOME investment Partnerships (HOME) and the allocations total $1,252,544.00 for eligible programs administered by the office of Community and Neighborhood Services.	
Detailed Summary: The Budgets for CDBG and HOME are attached for your review and consent.	
Amount Requested: CDBG - $ 912,894 HOME - $ 339,650	Amount Budgeted: $ 912,894 $ 339,650
Fund(s) or Account(s): 472 and 473	Fund(s) or Account(s): 472 and 473
Recommended Motion: To approve the 2022 Annual Action Plan Budgets for CDBG and HOME Programs	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CDBG	Activity	2022 Proposed
COM -	**CDBG Admin**	**$182,578**
COM -	Priority Home Repair	$200,000
COM -	Services Delivery	$60,000
COM -	Residential Façade Program	$70,000
COM -	**Fire Station Bond Repayment**	**$244,457.00**
COM	Early Childhood Child Care Center	$25,000.00
COM	**LOVE INC**	**$35,000.00**
COM -	Public Facility/Park	$5,859.00
COM -	**Youth Recreation**	**$90,000.00**
	FY2021 - $ 988,505	**$912,894**

HOME Organization/Agency		2022 Proposed
CHDO Allocation		
CHDO	**Activity**	
COM -	**Administration**	**$33,965.00**
CHDO	**Community Development Housing Organization**	**$50,947.50**
COM	HOME Rehab Construction	$202,395.00
COM -	Rental Rehab Program	$52,342.50
	FY2021 - $ 336,456	**$339,650**

BOLDED items are required percentage

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Concession Agreement – Patti Wagon
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is asking permission to enter into a contractual agreement with Patti Costner of "Patti Wagon" at various locations including Robert C. Lighton Park, Beachwood Park, Pere Marquette Park, and Margaret Drake Elliot Park.

Detailed Summary:

Staff is asking permission to enter into a Concession Agreement for 2022 with Patti Costner of "Patti Wagon" at various parks including Robert C. Lighton Park, Beachwood Park, Pere Marquette Park and Margaret Drake Elliot Park. "Patti Wagon" has been operating in parks near the beach and City Hall at various times this spring, and staff has made contact with Ms. Costner in an attempt to reach a concession agreement. Ms. Costner and staff have proposed fees to the City of $250.00 plus 5% of Gross Receipts; the specific proposal is attached including certification and inspection documents; staff will work to ensure all necessary licenses and certificates are on file. Ms. Costner proposes to locate the concession each day depending on weather and traffic in an attempt to maximize sales. Staff will work with Ms. Costner to ensure specific locations are safe and accessible.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Authorize staff to enter into a Concession Agreement with Patti Costner of "Patti Wagon" at various city parks, including Robert C. Lighton, Beachwood, Pere Marquette, and Margaret Drake Elliot, for 2022.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Dan VanderHeide

From: Patti Costner <patti.wagonfood@gmail.com>
Sent: Monday, May 9, 2022 3:22 PM
To: Dan VanderHeide

Hello my Name is Patti Costner and I am the owner/operator of Patti Wagon hotdogs a small cart that serves affordable family friendly food to the Muskegon and Norton Shores area. I am licensed, insured and have been certified by Muskegon county health department.

My proposal to the Commission is to be allowed to vend at A few city parks rotating between them Specifically Beachwood, Pere Marquette, and Margaret Drake. All of these parks especially Beachwood park are near and dear to my heart as I grew up in this neighborhood and spent countless hours playing, sledding and ice skating. The Beachwood/Bluffton neighborhood association has welcomed me and truly enjoy having me provide a well needed service to their community. I have had a very positive response by all stating how happy they are to see me and wanting to know when I will return!

Obviously I will not be Vending every day as my cart is open and exposed to the elements.

Patti Wagon would love to share in a Nostalgic experience with you, your family and this community….come make memories at the Patti Wagon!

I thank you for your time and consideration.

Patti Costner

WARNING: This email originated outside of the City of Muskegon email system!
DO NOT CLICK links if the sender is unknown.
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HOTDOG
3
HOT DOGS
Menu
Patti Wagon
Specials
3.00 Hotdog
5.00 Sausage
2.00 Soda
1.00 Water
* ALL Toppings *
FREE
Hotdog
3.00
ICE COLD DRINKS
Hotdog
3.00
EMPLOYEE HAND WASHING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2022

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

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

PRODUCER

Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: FLIP Program Support
PHONE (A/C, No, Ext): (844)-520-6992 FAX (A/C, No):
E-MAIL ADDRESS: info@fliprogram.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Alliance Insurance Co.	26832
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Patti Costner, DBA Patti Wagon
2701 Huizenga #9
Norton Shores MI 49444

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	[X]	[ ]	PLE738466-F148560	04/21/2022	04/21/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							ANIMAL BAILEE	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	[ ]				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

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

Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER

City Clerk Office and City of Muskegon
933 Terrace St
Muskegon, MI 49440

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

City Clerk Office and City of Muskegon

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Affirmative Action
(231) 724-6703
FAX (231) 722-1214

Assessor/
Equalization Co.
(231) 724-6386
FAX (231) 724-1129

Cemetery/Forestry
(231) 724-6783
FAX (231) 724-4188

City Manager
(231) 724-6724
FAX (231) 722-1214

Clerk
(231) 724-6705
FAX (231) 724-4178

Comm. & Neigh.
Services
(231) 724-6717
FAX (231) 726-2501

Computer Info.
Technology
(231) 724-4126
FAX (231) 722-4301

Engineering
(231) 724-6707
FAX (231) 727-6904

Finance
(231) 724-6713
FAX (231) 726-2325

Fire Department
(231) 724-6795
FAX (231) 724-6985

Human Resources
Co. (Civil Service)
(231) 724-6442
FAX (231) 724-6840

Income Tax
(231) 724-6770
FAX (231) 724-6768

Mayor's Office
(231) 724-6701
FAX (231) 722-1214

Planning/Zoning
(231) 724-6702
FAX (231) 724-6790

Police Department
(231) 724-6750
FAX (231) 722-5140

Public Works
(231) 724-4100
FAX (231) 722-4188

SafeBuilt
(Inspections)
(231) 724-6715
FAX (231) 728-4371

Treasurer
(231) 724-6720
FAX (231) 724-6768

Water Billing
(231) 724-6718
FAX (231) 724-6768

May 10, 2022

ATTN: Patti Wagon
2701 Huizenga #9
Norton Shores, MI 49444

To Patti Costner:

Congratulations on your Transitory Food Unit approval to operate in the City of Muskegon. Your certificate has been mailed the address above. Once you receive it, please have both the Certificate and Business Registration with you in the Food Truck at all times when operating in the City of Muskegon.

Both your Business Registration and your Food Truck License will expire on April 30, 2023. You will have to renew both of those in April of 2023 if you plan to continue operating after that.

Please reach out to me if you have any questions or concerns.

Congratulations again!

Holly Fredericksen
Event Coordinator
(231) 724-4123
holly.fredericksen@shorelinecity.com

Muskegon Department of Public Safety

Jeffrey Lewis
Director of Public Safety
933 Terrace Street, Muskegon, MI 49440
Phone: 231-724-6955 Fax: 231-725-2043

Muskegon Fire Division
770 Terrace Street
231-724-6795

www.shorelinecity.com

Muskegon Police Division
980 Jefferson
231-724-6750

August 27, 2021

Patti Costner
Patti Wagon
231-740-8507

Re: Fire Safety Inspection

To Patti Costner:

Thank you for the courtesy that was extended to me by you during my recent fire safety inspection of your operation. I found your food trailer to be code compliant with the stipulation that you have wheel chocks and that you transport your propane separately and hook it up on site to minimize the potential of vehicular impact during transport. As a reminder, we will conduct transitory food unit inspections on an annual basis so please contact the office next year for a new inspection.

Thank you for your cooperation in helping to ensure a safe working community.

Sincerely,

Rachel McMillan
Fire Marshal
Muskegon Fire Department

Inspection authority as per IFC Sec. 106.1 All sections are referenced from the 2015 edition of the International Fire Code (IFC) as adopted into City of Muskegon, MI Ordinance 2365 Chapter 30 "Fire Prevention and Protection" Article III, Section 30-191 effective June 11, 2017. This shall include any other code referenced by the IFC to include the 2015 edition of the Michigan Building Code (MBC). Failure to comply with the IFC may result in administrative action.

Appeals procedures are available on request. **I may be contacted at (231) 724-6793 or at** rachel.mcmillan@shorelinecity.com

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Engineering Services – DWRF LSLR
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is seeking permission to enter into a professional services agreement with Prein & Newhof for $220,000 related to lead service line replacement design and construction engineering services.

Detailed Summary:

The Michigan Department of Environment, Great Lakes and Energy (EGLE) has awarded the City a Drinking Water Revolving Fund (DWRF) loan of up to $3,220,000 for lead service line replacement (LSLR). As a part of the Water Infrastructure Funding Transfer Act (U.S. Senate Bill 1689), this "loan" was issued with the knowledge that once complete, $3,000,000 in principle will be forgiven. The funding will be available for expenditure from approximately October 1, 2022 through September 20, 2025 (over a three year period).

Staff are pursuing a two-pronged approach. Approximately half of the $3 million will be spent by DPW staff over the next three years. The grant will be used to pay existing staff when working on LSLR, purchase additional equipment and hire new staff as necessary, and buy materials. The other half will be spent by contracting to replace service lines in the Marsh Field neighborhood, southwest of the intersection of Laketon and Getty. The full three years will be provided to the contractor to help reduce pricing.

In accordance with the prequalified firm process undertaken with the Commission in late 2019, staff negotiated with Prein & Newhof to prepare a proposal for design and construction services related to the contracted portion of the loan, as well as assistance with the loan paperwork and reporting on the entire loan. The proposal and professional services agreement are attached, are predicated on a three-year construction period, and are of the form used by Prein & Newhof for the last several years. If the contracted portion is completed sooner, at the contractor's option, then the amount of construction services could be less. This was not included in this fiscal year budget as award of the loan was not certain. It will be included in the next three fiscal year budgets as appropriate.

Amount Requested: $220,000	Amount Budgeted: N/A
Fund(s) or Account(s): 591-60555-Various	Fund(s) or Account(s): N/A

Recommended Motion:

Authorize staff to enter into a professional services agreement with Prein & Newhof for $220,000 related to lead service line replacement design and construction engineering services.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

May 2, 2022

Mr. Leo Evans, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

Re: Proposal for Professional Engineering Services for Drinking Water Revolving Fund (DWRF) Implementation for Lead Service Line Replacements

Dear Mr. Evans:

We are submitting this proposal to provide professional engineering services to assist you with the FY 2022 Lead Service Line replacement project. This project will be funded through the DWRF loan and grant you will be receiving through the Michigan Department of Environmental, Great Lakes, and Energy (EGLE). It is our understanding that City staff will be using force account work for about half the project and that you would like engineering design, bidding and construction phase services for the other half.

We have developed the following scope of services assuming that the construction will be completed over a three-year period to provide optimal contractor availability, flexibility and the best pricing opportunities. We propose the following scope of services:

Design Phase

- Develop priority list for lead service line replacements in conjunction with City staff
- Prepare maps showing replacement areas
- Review locations in the field with City staff, if needed
- Prepare/update project technical specifications including specific DWRF requirements
- Prepare bidding and contract documents needed to meet City of Muskegon and EGLE/DWRF requirements
- Review draft documents with EGLE staff and prepare final documents based on comments
- Assist City with communication with residents
- Assist City with Part I, II and III DWRF Application forms

Bidding Assistance

- Assist with advertising project to potential bidders
- Answer questions during bidding and issue addenda if needed
- Attend pre-bid meeting and prepare minutes
- Review and tabulate bids
- Review contractor references, if needed
- Prepare Notice of Award documentation to City and EGLE for project award
- Assist with finalizing and distributing signed contracts

- Prepare Notice to Proceed

Construction Phase

- Schedule and attend preconstruction meeting and prepare minutes
- Track and review submittals
- Assist with resident communications
- Provide construction observation services – We have assumed up to 300 hours of field observation per year, 15 hours per week over 20 weeks per year.
- Schedule and attend periodic progress meetings (up to 3 per year) and prepare minutes for each
- Project administration - Respond to RFIs, prepare payment applications and change orders – assumes 5 hours per week during the construction period noted above
- Assist with DWRF administration submittals
- Prepare punch lists and close out documents
- Complete service record drawings and update GIS following completion – includes city completed replacements

Fee

Based on the scope of work described above, we propose to complete the work for a not to exceed cost of $220,000 based on the assumptions and scope described above. Our hourly rates are adjusted each January. We propose to work on a time and expense basis. If the contractor does work in a shorter time than assumed, then our assumed hours will be less. Once the construction contracts are awarded and a construction schedule is provided, we will review the hours allocated for the construction phase services with you to determine whether adjustments need to be made.

If this proposal is acceptable to you, we will prepare a Professional Services Agreement for you. We look forward to working with you and your staff on this project. Should you have any questions, please contact us.

Sincerely,

Prein&Newhof

Barbara E. Marczak, P.E.

Jason M. Washler, P.E.

Enclosures: Estimated work effort/fee

Professional Hours Worksheet

City of Muskegon DWRF - Lead Service Line Replacements

Staff Member	Sen. PM II	PM	Sen Eng II	Sen Eng	CADD/GIS	Observer	Office Tech	Expense		Mileage	Total Cost
Design											
Kick-off Meeting	3	3	3							20	$1,300
Water Service Research		5	10		10						$3,300
Lead Service Line Priority List	2	2	10		10						$3,300
Lead Service Specifications	4	15									$2,800
Review Meeting (1)	2	2	4							20	$1,200
Bidding Documents	5	20						Prints	$500		$4,200
Cost Estimates	1	5									$900
QA/QC	2	2									$600
Part I, II, and III DWRF Applications	4	2									$1,000
Design Subtotals	**23**	**56**	**27**	**0**	**20**	**0**	**0**		**$500**	**40**	**$18,600**
Bid Phase											
Advertise and Issue Bid Package		2					1				$400
Prebid Meeting/Minutes/Bidder Questions	2	2	5								$1,300
Addenda		1	4				1				$800
Attend Bid Opening	2	2								20	$600
Review Bids/Recommend Award	2	2	4				2				$1,300
Notice to Proceed / Contract Documents			2				2	Prints	$300		$800
Bid Phase Subtotals	**6**	**9**	**15**	**0**	**0**	**0**	**6**		**$300**	**20**	**$5,200**
Construction Engineering Services											
Preconstruction Meetings and Minutes	2	4		4						60	$1,400
Track and Review Submittals		10		60							$8,400
LSL Observation Year 1 (20 weeks @ 15 hr/week)						300		Prints/Misc	$200	1,000	$30,800
LSL Observation Year 2 (20 weeks @ 15 hr/week)						300		Prints/Misc	$200	2,000	$31,400
LSL Observation Year 3 (20 weeks @ 15 hr/week)						300		Prints/Misc	$200	2,000	$31,400
Project Administration/DWRF Assistance (30 months)	15	60		180							$31,900
Respond to RFIs		5		20							$3,000
Change Orders (10)		10		20							$3,700
Pay Apps (20)		20		60			21				$11,700
Progress Meetings/Minutes (assume 3 per year)	10	18		30						50	$7,700
Punch List Visits/Follow up (5)		6		20		20				100	$5,200
Record Plans/GIS update/Closeout	2	10		10	80	40					$17,500
Rate Adjustment over 2 years											$12,100
Construction Engineering Subtotals	**29**	**143**	**0**	**404**	**80**	**960**	**21**		**$600**	**5,210**	**$196,200**
Project Grand Total	**58**	**208**	**42**	**404**	**100**	**960**	**27**	**0**	**1,400**	**5,270**	**$220,000**

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

Project No.

Professional Services Agreement

This Professional Services Agreement is made this10th day of May, 2022 ("Agreement") by and between Prein & Newhof, Inc. ("P&N"), of 3355 Evergreen Drive, NE, Grand Rapids, MI 49525, and City of Muskegon ("Client"), of 933 Terrace Street, Muskegon, MI 49443.

WHEREAS Client intends to:

Implement Lead Service Line Replacement under the FY2022 Drinking Water Revolving Loan Fund..

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client	For P&N
Name: Leo Evans, P.E.	Name: Barbara Marczak, P.E.
Title: Director of Public Works	Title: Team Leader
Phone Number: 231-724-6920	Phone Number: 231-798-0101
Facsimile Number: 231-727-6904	Facsimile Number: 231-798-0337
E-Mail Address: leo.evans@shorelinecity.com	E-Mail Address: bmarczak@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

☐ P&N Standard Terms and Conditions for Professional Services

☒ P&N Proposal dated May 2, 2022

☒ P&N Standard Rate Schedule

☐ P&N Supplemental Terms and Conditions

☒ Other: P&N Modified Standard Terms and Conditions for Professional Services (Limitation of Liability)

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

☒ P&N Scope of Services per Proposal dated May 10, 2022
☐ Scope of Services defined as follows:

NA

ARTICLE 4 – COMPENSATION:

☐ Lump Sum for Services Described in Article 3 above - $.
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
☐ Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.

☒ Other: Hourly rates and expenses as described in May 2, 2022 proposal. Maximum not to exceed $220,000 without City of Muskegon authorization.

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:	**Accepted for:**
Prein&Newhof, Inc.	**City of Muskegon**
By: _____	By: _____
Printed Name: Jason Washler, P.E.	Printed Name: Leo Evans, P.E.
Title: Vice President	Title: Director of Public Works
Date: May 10, 2022	Date: _____

Current Fee Schedule

Prein&Newhof bills for each hour spent on a project at the hourly rate of the employees assigned. Mileage is charged at $0.60 per mile. Direct expenses and sub-consultant costs are billed at invoice plus a 10% handling charge.

Identified below are the hourly rates for various employee classifications:

Employee Classification	Hourly Billing Rate*
Senior Consultant	$182
Senior Project Manager II	$168
Senior Project Manager	$154
Project Manager, Senior Engineer III, Landscape Architect III, Senior Technician V	$141
Senior Engineer II, Geologist, Airport Planner, Lab Manager, Senior Technician IV	$132
Senior Engineer, Landscape Architect II, Surveyor II, Senior Technician III	$124
Engineer II, Senior Technician II, Senior Office Technician	$116
Engineer, Surveyor, Senior Construction Observer, Senior Technician	$107
Landscape Architect, Construction Observer II, Technician IV	$98
Construction Observer, Technician III, Lab Technician, Office Technician	$90
Technician II	$79
Technician	$67

*Hourly rates are typically adjusted yearly.

NOTE: Includes overhead, fringe benefits and profit; effective January, 2022.

Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter "Terms and Conditions"), unless the context otherwise indicates: the term "Agreement" means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term "Engineer" refers to Prein & Newhof, Inc.; and the term "Client" refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer's profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer's opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client's behalf on all matters related to the Engineer's services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer's performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer's services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.

5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.

2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, ~~or the sum of fifty thousand dollars and no cents ($50,000.00), whichever is less~~. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.

2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

M. Differing Site Conditions - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .

N. Terms of Payment - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.

O. Termination - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut–down costs incurred. Shut–down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.

P. Severability and Waiver of Provisions - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Q. Dispute Resolution - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.

2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.

3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.

R. Force Majeure - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.

S. Assignment - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

T. Modification - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.

U. Survival - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.

V. Third-Party Beneficiary – Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24th, 2022	Title: TEDF Grant Resolution
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is seeking a formal resolution of support to submit a grant application to MDOT for a TEDF Grant for the extension of Olthoff Drive.

Detailed Summary:

Staff is seeking funds for the extension of Olthoff Drive to serve developments on the former corrections department site. Grant funding is being pursued through the state's Transportation Economic Development Fund, specifically the Category A program. If successful this grant could provide up to 65% of the funding necessary for the project. If successful construction would likely begin in the spring of 2023.

A formal resolution of support for the application is required as a part of the grant process. Staff is recommending approval of the resolution of support.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Approve the resolution of support for the TEDF Category A grant application and authorize the clerk to sign.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

CITY OF MUSKEGON, MICHIGAN

A RESOLUTION FOR SUPPORT OF
APPLICATION FOR A TRANSPORTATION ECONOMIC DEVELOPMENT GRANT
FOR THE EXTENSION OF OLTHOFF DRIVE

WHEREAS, the Michigan Department of Transportation is accepting applications for grants from the Transportation Economic Development Fund Category A Program; and

WHEREAS, Northern Biomedical Research has plans to locate their facility at 2725 Olthoff Drive, investing $63,000,000 and creating or retaining 162 jobs; and

WHEREAS, the City of Muskegon has determined that Olthoff Drive requires extension; and

WHEREAS, Northern Biomedical Research has expressed that the extension of Olthoff Drive will impact their business;

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon Commission hereby authorizes an application for a Transportation Economic Development Fund Category A grant for the extension of Olthoff Drive, wherein the City of Muskegon will commit to provide local match of $323,367 in a combination of funds on hand, services, and donations, and continue to maintain the improved roadway; and

BE IT FURTHER RESOLVED, that the City of Muskegon Commission hereby authorizes the Director of Public Works or their designee to prepare and submit the application for the extension of Olthoff Drive and to be designated as the authorized agent for all activities associated with securing and accepting any funding.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on May 24, 2022.

BY: Ann Meisch, City Clerk

_____

Signature Date

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24th, 2022	Title: Transportation Asset Management Plan
Submitted By: Dan VanderHeide	Department: Public Works
Brief Summary: Staff is requesting authorization to contract with Prein & Newhof for professional services related to preparation of a Transportation Asset Management Plan and related services.	

Detailed Summary:

Public Act 325 of 2018 began a process which will require all road maintaining agencies with at least 100 centerline miles to prepare and have on file with the state a Transportation Asset Management Plan that is updated every three years. A rolling deadline system has resulted in Muskegon having our first plan on file by October 1, 2022. To that end, and recognizing the value of asset management principles applied to City infrastructure, staff solicited a proposal.

As defined by the act, asset management is "an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals." In more practical terms, the plan will provide a detailed inventory of roads, bridges and culverts in the City, make and keep a record of their condition, set goals for improving the overall condition of the City's transportation infrastructure, and make recommendations on how to achieve the goals in the context of the funds expected to be available.

Staff worked with Prein & Newhof to obtain a proposal for the plan. Prein & Newhof has prepared asset management plans for the City's water system, sanitary sewer system, and storm water drainage system using various grant-based funding sources over the past five years. They have developed a consistent format that allows the City to house much of the data in a single GIS-based database, making decisions about which assets to repair or replace a more wholistic and context-based process. Staff is confident that having the Transportation Asset Management Plan as a part of the same system as our other asset management plans will be a critical to making cost-efficient and practical investments that take all the City's assets into account.

Due to a plan document format required by the state, and the impending deadline, Prein & Newhof has proposed to perform the work in two parts. First, and with data collection assistance from the City, they will prepare a plan that meets the state's requirements for format, data collection, and deadlines. Once approved by the state, and as the second part of the work, they will translate the plan and data into the existing system the City is using, and make capital improvement recommendations using the new transportation asset management data in the context of the other plans the City has, namely water, sanitary and drainage.

Amount Requested: $29,500.00	Amount Budgeted: $29,500.00

Fund(s) or Account(s): 202- and 203-60440-5300	Fund(s) or Account(s): 202- and 203-60440-5300
Recommended Motion: Authorize staff to contract with Prein & Newhof in the amount of $29,500 to prepare a Transportation Asset Management Plan and related services.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

April 28, 2022

Mr. Dan VanderHeide, P.E.
Deputy Director – DPW
City of Muskegon
1350 E. Keating Avenue
Muskegon, MI 49442

RE: Proposal for Professional Engineering Services – Transportation Asset Management Planning and Coordinated Asset Management with Other Utilities

Dear Dan:

Thank you for the opportunity to provide the following proposal to you. As a local road agency responsible for more than 100 miles of road, the City of Muskegon is required to prepare a Transportation Asset Management Plan to meet the requirements of 2018 PA 325. This plan must be approved by the City Commission and submitted to the Transportation Asset Management Council (TAMC) by October 1, 2022. The TAMC has developed templates for three plans to meet these requirements. They include the Pavement Asset Management Plan (PAMP), Bridge Asset Management Plan (BAMP), and Compliance Asset Management Plan (CAMP).

We have worked with over 20 agencies on Transportation Asset Management Plans and keep current on all training and Act 325 requirements. Having over 30 years of statewide pavement management and road planning experience, we can provide an unbiased review of program planning to best utilize your funding dollars. We have also been working with the City over the past six to seven years to develop asset management plans for other City-owned utilities including sanitary sewers, storm sewers and water mains. We are currently in the process of developing and expanding your drinking water asset management plan under a Drinking Water Asset Management grant, although this is not due until September 2024.

It is our understanding that the City of Muskegon is seeking to develop a Comprehensive Asset Management Plan that incorporates your sanitary, water and storm utilities in conjunction with the plans required under 2018 PA 325. Because the plans for utilities and roads are all interrelated, this will provide a meaningful way to prioritize projects. There are many different considerations for each type of asset, and we anticipate that this will take several iterations with staff.

We propose to complete the project in two phases. Because the deadline for the Transportation Asset Management Plan is within several months, we propose to complete that first. In the second phase, we will then take the information gathered in that phase and review it in relation to the City's other Asset Management Plans (AMPs), such as those for sanitary sewer, storm sewer, and watermain, which are most often found in the City's roadways. Prein&Newhof has completed, or is in the process of completing, AMPs for these other utilities. We will use this information to help the city develop a 10-year capital improvement plan that will serve as a blueprint for future infrastructure improvements. This will assist with setting goals and provide coordination of all AMP's.

Scope of Work
The scope of services for Phase I - Transportation Management Plan is described in Exhibit A. The scope of services for Phase II – Comprehensive Asset Management Plan will include:

- Review of all existing asset management plans and asset evaluations prepared previously
- Meeting with City staff to review and update priorities based on risk of failure, consequence of failure and performance goals and regulatory requirements
- Recommendations and cost estimates for coordinated 10-year capital improvement plan
- Discussion of options for funding based on review by the City's financial advisors that have been assisting on the AMPs
- Summary report of recommendations (including maps and cost estimates
- Presentation to City Commission

Schedule and Fee
The Phase I - Transportation Asset Management Plan is required to be submitted to TAMC prior to October 1, 2022. We plan to have the draft plan prepared by September 1, 2022, so that there is time for review and approval by the City Commission prior to the submittal deadline.

We will coordinate the schedule for completion of the Phase II Comprehensive Plan with you.

The fee for the AMPs proposed are as follows:

Phase 1 - Transportation Asset Management Plans - $19,500

Phase II – Comprehensive Asset Management Plan - $10,000

If you have any questions, please contact us. Thank you again for the opportunity to provide a proposal for these services to the City of Muskegon.

Sincerely,

Prein&Newhof

Barbara E. Marczak

Barbara E. Marczak, P.E.

Exhibit A
Scope of Work – Transportation Asset Management Plan

Part 1: Pavement Asset Management Plan (PAMP)

- Utilize Roadsoft software and roadway database with historical PASER data. WMSRDC has performed the ratings on these roads. This provides us with familiarity of your existing roadway conditions.
- Create an PAMP that meets the requirements set forth by Public Act 325 of 2018 that will address current capital improvement needs, long-term maintenance strategies, and life cycle funding requirements for the City.

  a) Asset Inventory – The City of Muskegon has or will have PASER ratings on all primary roadways performed by WMSRDC. These will be provided to Prein&Newhof.

  b) Performance goals – P&N will summarize the existing condition of your roadways with the City of Muskegon Public Works Department (DPW) staff and discuss the overall goals for improvement.

  c) Risk of Failure Analysis – P&N will work with City DPW to identify and map critical assets.

  d) Anticipated Revenues and Expenses – P&N will retrieve the previous year of reported revenues and expenses from the Michigan Transportation Asset Management Council (TAMC). The City of Muskegon will provide information regarding expectations for future funding to be utilized for the local road construction and maintenance.

  e) Performance Outcome – P&N will evaluate the City's street network and prepare an optimized strategy to achieve City goals. The results of our evaluation will include:

     - Overall system maps
     - Pavement condition maps
     - Proposed treatments based on current PASER ratings and City staff input

     P&N can provide recommendations and costs for a 5 year plan for maintenance, rehabilitation, and replacement road projects. Fixes for consideration will include: crack sealing, chip and fog sealing, microsurfacing, thin overlay, hot mix asphalt overlay, mill and overlay, crush and shape/pulverize, and total reconstruction.

  f) Proof of Acceptance – P&N will attend and present the PAMP to the City Commission for acceptance of the Plan.

Part 2: Bridge Asset Management Plan (BAMP)

- Utilize MIBridge data and historical data provided by the City of Muskegon and MDOT.

- Create an BAMP that meets the requirements set forth by Public Act 325 of 2018 that will address current capital improvement needs, long-term maintenance strategies, and life cycle funding requirements for the Road Commission.

  a) Asset Inventory – Utilize MIBridge data and historical data provided. P&N will review and summarize existing bridge types, size, location, and condition for use in the AMP and review with the City. The City will provide existing bridge assessments.

  b) Performance goals and condition – P&N will summarize the existing state of your bridges with City of Muskegon DPW and discuss the overall goals for improvement.

  c) Risk of Failure Analysis – P&N will work with City DPW to identify and map critical assets.

  d) Anticipated Revenues and Expenses – P&N will retrieve last years reported revenues and expenses from TAMC. City of Muskegon will provide information regarding plans for future funding for local bridge projects.

  e) Proof of Acceptance – P&N will attend and present the BAMP to City of Muskegon Commission for acceptance of the Plan.

Part 3: Compliance Asset Management Plan (CAMP)

P&N will summarize and combine the City of Muskegon accepted PAMP and BAMP into one document for City Commission approval and TAMC documentation.

We will create a CAMP that meets the requirements set forth by Public Act 325 of 2018 that addresses current Pavement Assets, Bridge Assets, Culvert Assets, Signal Assets, Financial Resources, and Risk of Failure Analysis. Bridge and signal evaluation will be based on previous lists of assets by others and provided to Prein&Newhof by the City. P&N will use culvert information developed under the SAW program.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24th, 2022	Title: Updated MNRTF Grant Resolution
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking to rescind a previously approved resolution of support and replace it with an updated resolution of support for a Michigan Natural Resources Trust Fund Grant application.

Detailed Summary:

Commission previously approved Resolution 2022-27(B) at the March 22nd, 2022 Commission Meeting which was submitted to the Michigan Department of Natural Resources (MDNR) on April 1st, 2022 as part of a grant application. During the administrative review process it was noted by MDNR that the costs in the resolution did not match the costs in the grant application.

Staff is requesting to have Resolution 2022-27(B) rescinded and to have the new resolution approved to fulfill the administrative completeness requirements identified by MDNR. There is no change in the match amount ($400K) or the grant request amount ($300K) from the original resolution.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Rescind previously approved Resolution 2022-27(B) and authorize the Mayor and Clerk to sign the updated Resolution of Support for the Michigan Natural Resources Trust Fund Application at Pere Marquette Park.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

City of Muskegon

RESOLUTION OF SUPPORT

MICHIGAN NATURAL RESOURCES TRUST FUND APPLICATION

FOR PERE MARQUETTE PARK RESTROOM AND CONCESSION BUILDING

WHEREAS, Muskegon City Commissioner supports the submission of an application titled, "Pere Marquette Park Restroom and Concession Building" to the Michigan Natural Resources Trust Fund for development of a new restroom and concession facility; and,

WHEREAS, the proposed application is supported by the Community's 5-year Approved Parks and Recreation Plan; and,

WHEREAS, the City of Muskegon is hereby making a financial commitment to the project in the amount of **$400,000** matching funds in cash and/or force account; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for **$300,000**, and further resolves to make available its financial obligation amount of **$400,000** of a total **$700,000** project cost during a future fiscal year should the grant be awarded.

Ayes:
Nayes:
Absent:

Motion Approved.

Dated this _____ of _____ 20__.

_____
Ken Johnson
Mayor

_____
Ann Marie Meisch
City Clerk

City of Muskegon

RESOLUTION OF SUPPORT

MICHIGAN NATURAL RESOURCES TRUST FUND APPLICATION

FOR PERE MARQUETTE PARK RESTROOM AND CONCESSION BUILDING
2022-27(B)

WHEREAS, Muskegon City Commissioner supports the submission of an application titled, "Pere Marquette Park Restroom and Concession Building" to the Michigan Natural Resources Trust Fund for development of a new restroom and concession facility; and,

WHEREAS, the proposed application is supported by the Community's 5-year Approved Parks and Recreation Plan; and,

WHEREAS, the City of Muskegon is hereby making a financial commitment to the project in the amount of $400,000 matching funds in cash and/or force account; and

NOW, THEREFORE LET IT BE RESOLVED, that Muskegon City Commissioners hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for $300,000, and further resolves to make available its financial obligation amount of $367,500 of a total $667,500 project cost during a future fiscal year should the grant be awarded.

Ayes: St.Clair, Johnson, Hood, Ramsey, German, Gorman, and Emory
Nayes: None
Absent: None

Motion Approved.

Dated this 22nd of March, 2022.

Ken Johnson
Mayor

Ann Marie Meisch
City Clerk

MCSA GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS · MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

CITY OF MUSKEGON

PERE MARQUETTE PARK RESTROOM BUILDING

ORDER OF MAGNITUDE COST ESTIMATE

May 10, 2022

Description	Unit	No. of Units	Price	Extension
GENERAL CONDITIONS				
Mobilization	LS	1	$6,000.00	$6,000.00
Insurance, Permits, and Bonds	LS	1	$4,000.00	$4,000.00
Layout and Staking	LS	1	$2,000.00	$2,000.00
General Conditions (M, O & P@5%)	LS	1	$27,799.00	$27,799.00
SUBTOTAL				**$39,799.00**
REMOVALS/SITE PREPARATION				
Grading, Soil Erosion, & Sedimentation Control	SY	558	$5.00	$2,790.00
SUBTOTAL				**$2,790.00**
SITE CONSTRUCTION				
Concrete Pavement	SF	3,632	$6.00	$21,792.00
Sheet Pile Edge	LF	212	$142.00	$30,104.00
SUBTOTAL				**$51,896.00**
SITE AMENITIES				
Recycling Container	EA	1	$2,000.00	$2,000.00
SUBTOTAL				**$2,000.00**
BUILDINGS				
Renovation of Existing Building	LS	1	$122,500.00	$122,500.00
Restroom Building	LS	1	$366,800.00	$366,800.00
SUBTOTAL				**$489,300.00**
SUBTOTAL				**$583,785.00**
Design and Construction Contingences @ 10%				$58,378.50
Professional Fees @9%				$57,794.72
PHASE ONE - TOTAL				**$699,958.22**

Evaluations of the Project Budget and Estimates of Construction Cost prepared by MCSA Group, Inc. represents their judgment as design professionals. It is recognized, however, MCSA Group, Inc. has no control over the cost of labor, materials or equipment, nor a contractor's methods of determining bid prices, or over competitive bidding, or market conditions. Accordingly, MCSA Group, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or from any estimate of construction cost or evaluation prepared by MCSA Group, Inc..

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24th, 2022	Title: City Park Concession Fee Waivers
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking approval of a formal concession fee waiver process to be applied to potential concessionaires operating within the City Park system.

Detailed Summary:

Staff is presenting a draft fee waiver application for concessionaires within the City Park system. This document and discussion are the first step in developing a formal concession policy, of which this fee waiver application would be one part. Currently applications are accepted by DPW and approved at the Commission level, with no formalized policy.

If approved the fee waiver structure would apply to any concessionaire within the traditionally recognized city park system that seeks a waiver due to the types of services they provide and the groups their efforts benefit. As presented, this waiver application would not apply to other similar operations like Western Market that operate outside of the city park system.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Approve the City Park Concession Fee Waiver Application.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

PARK CONCESSION POLICY

EFFECTIVE: **May 24th, 2022 (TENTATIVELY)**

PURPOSE

To formalize the process and procedures related to operating a concession operation within the City of Muskegon Park System.

GOALS

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

- Providing a variety of services to park visitors that could not be provided by other means
- Meet the needs and wants of park users
- Activate and engage our park spaces
- Offer opportunities for small business to start and grow

COVERED AREAS & APPLICABILITY

This policy applies to any concession proposing to operate in the traditionally recognized city park system.

Hackley Park is excluded from this agreement and no concessions outside of approved special events are permitted to operate within Hackley Park.

This policy does not apply to Western Market, Muskegon Farmers Market, Trinity Health Arena, or any other areas which may contain similar operations but are not a part of the traditionally recognized city park system.

This policy also does not apply to "The Deck" restaurant which operates within Pere Marquette Park, to "Fisherman's Landing" campground and boat launch, nor to the "Clippers" baseball facility that operates within Marsh Field, as all are under specific lease agreements and terms.

This policy does apply to the few brick and mortar concession spaces located within the City Parks; currently the list of brick and mortar spaces is as follows, with future changes possible:

- The designated concession space within the Pere Marquette Park Bathhouse
- The Pere Marquette Park secondary building located south of the bathhouse
- The Pere Marquette Park Chalet at the north end of the park

Concessions operating as a part of an approved special event or an approved sports league are exempt from this policy.

APPLICATION & AGREEMENT PROCESS

Applications will be accepted year-round on the attached form.

There is no fee associated with applying to be a concessionaire within the City Parks. If the application is

approved, fees will be charged for the right to operate within the city park system as outlined below.

Staff will review applications in accordance with this policy. Staff will have the authority to approve or deny applications. If applications fall outside the parameters of this policy or are deemed potentially controversial, they may be denied by staff or referred to the City Commission for consideration.

Concession operations approvable at the staff level include the following:

- Food sales and vending
- Retail sales of park-related items
- Non-motorized equipment rental and lessons

Once an application is approved, staff and the concessionaire will enter into a formal agreement. General agreement terms attached to each agreement will be specifically crafted to match the agreed upon activities, fees, and services as allowable in this policy.

Agreements shall be renewed annually, except that agreements within a designated brick and mortar space may be proposed for an extended duration, with the maximum length not to exceed 5 years.

Returning operations for brick and mortar facilities in good standing shall be offered first right of refusal to renew their agreement. When new brick and mortar spaces become available they may be offered through a request for proposal process.

FEES & WAIVERS

Concessionaire shall be obligated to pay the fees outlined in the agreement.

The standard fee to operate a concession shall be set at $1,000/Year + 5% of gross receipts for any operation conducted within Kruse Park, Pere Marquette Park, Margaret Drake Elliot Park or Harbor Towne Beach, and $250/Year flat rate for any concession operating in any other park.

Concession agreements proposed for a brick and mortar location as described above shall be set at $1,000/Year + 10% of gross receipts or $2,500/Year, whichever is expected to be more. Renewal agreements can maintain existing agreement as long as they are in good standing with the City of Muskegon.

Fees for concessions may be waived by staff upon receipt of a “Concession Fee Waiver Application” at the same time as a concession application. Fee waivers will be evaluated according to the point system described on that form.

Return completed application to the following:
City of Muskegon Public Works Department
1350 East Keating Avenue
Muskegon, MI 49442

► I. CONCESSIONAIRE

BUSINESS / NON-PROFIT	
CONTACT	
ADDRESS	
PHONE	
EMAIL	

► II. OPERATIONAL DESCRIPTION

ACTIVITIES CONDUCTED **(ATTACH PICTURES IF NEEDED)**	
EQUIPMENT USED **(ATTACH PICTURES IF NEEDED)**	
REQUESTED LOCATION(S)	

► IV. LIABILITY WAIVER

APPLICANT(S) voluntarily agree, understand and recognize that participants will have no right to make a claim or file a lawsuit against the City.

► V. REQUIREMENTS OF CONCESSIONAIRES

1. Applicant shall comply with all City of Muskegon Policies.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. Applicant shall save the City of Muskegon harmless from all claims.
4. The appointed fees must be paid in full to the City prior to commencement of operations.
5. All required licenses and an insurance certificate listing the City as an additional insured party must be submitted before the agreement is signed and before commencing operations.
6. Applications denied by staff may be appealed to the City Commission for consideration.

With my signature, I certify that I have read and agree to the City of Muskegon Park Concession Policy and all items listed on this application.

I agree to abide by all applicable ordinances & regulations.

_____

Signature of Applicant **Date**

CITY STAFF USE ONLY: APPROVED / DENIED

NAME/TITLE:_____

DATE:_____ FEE:_____

NOTES:_____

CITY OF MUSKEGON CONCESSION FEE WAIVER APPLICATION

Department of Public Works ● 1350 E Keating Ave ● Muskegon, MI 49440 ● 231-724-6907

This form must be submitted at the same time as the concession application.

ORGANIZATION'S INFORMATION

Park(s): _____

Applicant Name: _____

Organization Name: _____

Non-Profit I.D. or Tax Exempt #: _____

Address: _____

_____

City State Zip

Phone: ( ) _____ Cell: ( ) _____

Email Address: _____ Fax: ( ) _____

CONCESSION INFORMATION

Concession Type *(please select all that apply):*

- ☐ Food Vendor
- ☐ Non-Food Vendor *Of:* _____
- ☐ Non-motorized rentals
- ☐ Provides Lessons
- ☐ Informational
- ☐ Fundraiser *Benefitting:* _____
- ☐ Other _____

Setup Type: _____

Why are you requesting a fee waiver?

Please identify if there is a hardship incurred *(please attach additional pages, if necessary):*
Please identify how your organization benefits the community as outlined in the criteria below. Please be specific (*attach additional pages, if necessary):*

CRITERIA CONSIDERED

The City will consider the following when reviewing a fee waiver request:

- Is this concession owned or managed by a minority/disadvantaged person/group? No (Y+2)
- Is the concession agreement holder a non-profit organization? No (Y+1)
- If applicable, is the non-profit located in the City of Muskegon? No (Y+1)
- Does the non-profit provide services to residents of the City of Muskegon? No (Y+1)
- Does the concession provide a service or good otherwise not available at the park? No (Y+2)
- Does the concession provide an in-kind service beneficial to the park? No (Y+2)
  (ie provide portable restrooms, maintain trash receptacles, make improvements, etc)
- Has this concession had City fees waived in the last 2 years? No (N+1)

Staff can approve fee waivers based on a point system using the answers above and the detailed descriptions. Concessions will be given 100% waiver for 8 points.

Representative (signature) _____ Date _____

_____ _____

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: HOME Administrative and Planning Funds from American Rescue Plan (ARP) grant
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: Provide financial support from the Grant Operating costs to hire a Muskegon Homeless Coordinator/Grant Writer through United Way of the Lakeshore, Inc.	
Detailed Summary: HOME- ARP grant allows up to 5% of our award to Community Housing Development Organizations *and* non-profit organizations including homeless providers administering all or a portion of our program grant. United Way has provided a proposal through the RFP process offering 2022 CDBG funding support. Their request is more in line with the new resources from HOME- ARP to address homeless assistance needs through supportive services from the City's FY2021 budget.	
Amount Requested: FY- $50,000	Amount Budgeted: $60,912.50
Fund(s) or Account(s): HOME-ARP	Fund(s) or Account(s): HOME -ARP
Recommended Motion: To approve the funding request to hire a Muskegon Homeless Coordinator/Grant Writer for the HOME –ARP initiative through the City of Muskegon.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Muskegon 933 Terrace Street Muskegon, MI 49440	2. Grant Number (Federal Award Identification Number (FAIN) M21-MP260215	
	3a Tax Identification Number 386004522	3b. Unique Entity Identifier (formerly DUNS) 017270968
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$	
7. Current Transaction (+ or -)		$1,218,250.00
a. Administrative and Planning Funds Available on Federal Award Date	$60,912.50	
b. Balance of Administrative and Planning Funds	$121,825.00	
c. Balance of Formula Funds	$1,035,512.50	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box) ☐ Not applicable ☐ Attached	10. **Federal Award Date (HUD Official's Signature Date)** 09/20/2021
11. Indirect Cost Rate* Administering Agency/Dept. — Indirect Cost Rate — Direct Cost Base ___ ___% ___ ___ ___% ___ ___ ___% ___ ___ ___% ___	12. Period of Performance Date in Box #10 - 09/30/2030 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Keith E. Hernández, CPD Director	14. Signature x	15. Date 09/21/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature x	18. Date

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME ARP*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$1,218,250.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

April 28, 2021

The Honorable Steve Gawron
Mayor of Muskegon
933 Terrace Street
Muskegon, MI 49443

Dear Mayor Gawron:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2021 allocation for HUD's HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funding. The American Rescue Plan appropriated $5 billion to help communities provide housing, shelter, and services for people experiencing and other qualifying populations. These HOME-ARP funds are in addition to your regular FY 2021 HOME formula allocation. This one-time funding creates a significant opportunity for you to meet the housing and service needs of your community's most vulnerable populations.

Your jurisdiction's FY 2021 HOME-ARP allocation is $1,218,250.

HOME-ARP funding gives jurisdictions significant new resources to address their homeless assistance needs by creating affordable housing or non-congregate shelter units and providing tenant-based rental assistance or supportive services. Later this year, the Department will issue an implementing notice providing guidance on HOME-ARP, including instructions and requirements for developing a substantial amendment to your jurisdiction's FY 2021 Annual Action Plan describing your proposed use of the funds. HOME-ARP funds are available for expenditure until September, 2030.

HOME-ARP funds are allocated through the HOME formula to all participating jurisdictions that qualified for an annual HOME Program allocation for FY 2021. HOME-ARP funds must be used for individuals or families from the following qualifying populations: homeless; at-risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; other populations where providing assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability; and veterans and families that include a veteran family member that meet one of the preceding criteria.

HOME-ARP funds can be used for four eligible activities including the production or preservation of affordable housing; tenant-based rental assistance; supportive services, including homeless prevention services and housing counseling; and the purchase or development of non-congregate shelter for individuals and families experiencing homelessness. Additionally, HOME-ARP provides up to 15 percent of the allocation for administrative and planning costs of the participating jurisdiction and for subrecipients administering all or a portion of the grant. HOME-ARP can provide up to 5 percent of the grant for operating costs of Community Housing

Development Organizations (CHDOs) and other non-profit organizations, including homeless providers. Additional funding is available to these organizations for capacity building. Like other formula grant funds, HOME-ARP funds will be administered in the Integrated Disbursement and Information System (IDIS).

While your jurisdiction will not have access to HOME-ARP funds until HUD has issued an implementing notice and subsequently reviewed and accepted a substantial amendment to your FY 2021 Annual Action Plan, I urge you to begin consulting with homeless service providers, domestic violence service organizations, public housing agencies, and other organizations and agencies that assist qualifying populations in your area. Early identification of the unmet needs among these populations and consideration of potential uses of HOME-ARP funds will position your jurisdiction to design and implement its HOME-ARP Program expeditiously.

The Office of Community Planning and Development looks forward to working with you to ensure the success of this critical program. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development

COMMUNITY AND NEIGHBORHOOD SERVICES
COMMUNITY DEVELOPMENT
PROGRAM NARRATIVE

General Instructions: Please respond to the following questions about the agency's program design. (Limit the narrative to three typewritten pages plus attachments).

1. **Describe how the proposed project will meet the needs of Muskegon residents without duplicating services.**
Muskegon's Homeless Continuum of Care has operated for nearly 20 years with a half time donated staff person and shared staff from various agencies donating their time to support the work. It is time for an investment into the infrastructure of our work to support housing and homelessness in our community. The requirements of this work increase exponentially during a crisis. Not having full time dedicated staffing to support the planning, grant writing and service coordination efforts puts the near million dollars in federal and state funding we receive at risk; not to mention there are likely millions more that could be sought to support this important work.

2. **Describe the relationship of this project to the City's overall comprehensive neighborhood revitalization and community development efforts.**
The person hired in this role would be a key resource person to the city on areas of housing, homelessness, racial equity, grant writing, planning and resource development around housing and neighborhood revitalization. We would seek to hire a subject matter expert from the community in this role to support and guide the Housing First direction of our local community collaborative work.

3. **Define how the proposed service and mix will be delivered. Detail the mode of service delivery i.e., months of operation, daily hours, intake system, transportation plans, outreach and referral mechanism, contingency or backup plans to assure service availability at all time, etc.**
The Muskegon County Homeless Continuum of Care Network (MCHCCN) is the collaborative and coordinating system that increases awareness and acts to promote and support services to eradicate homelessness in Muskegon County. The MCHCCN Coordinator facilitates the community initiative, prepares state and federal grant proposals, and coordinates a data information system. With a full-time person in this role, their will be the ability to research other grants, train and assist other housing related agencies with their reporting and evaluation processes, as well as communicate with and survey residents to ensure that programming is developed that best serves local residents. United Way would provide support, office, meeting rooms, fiduciary support and other needs so that the program would be available during standard business hours and accessible through the 2-1-1 database of services.

4. **Provide a self-evaluation of previous experience in providing the services proposed. This evaluation should include how long the agency has been providing services, how many clients have been served, how successful the program has been, how success was determined, what kind of follow-up plan was used and documentation of the support of local community organizations.**
United Way of the Lakeshore helped develop the Homeless Continuum of Care Plan nearly 20 years ago. We have served on the Executive Committee, provided staff planning and administrative support at various points of its history. We currently manage the Child Care Action Team, The Emergency Food and Shelter Board and the Community Coordinating Council, all planning entities that work on community level problem solving and bringing resources to meet local needs. These initiatives all have volunteer leadership with limited staffing support. Housing and homelessness are a key issue needing solutions. It is time for a full time investment.

EXHIBIT I

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
AUTHORIZED SIGNATURES

The following officers or employees are duly authorized by the Board of Directors of

_____United Way of the Lakeshore

(Name of agency)

to carry out the performance contemplated by a contract with the

City of Muskegon and can execute a contract on behalf of_____United Way of the Lakeshore

(Name of agency)

Name	Title
Christine J Robere, MSW	**President/CEO**

Gary Nelund

Name of Chair of Board of Directors

Signature of Chair of Board of Directors

2/22/22

Date

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
BUDGET FOR COMMUNITY DEVELOPMENT ACTIVITY
(Attach detail breakdown of project expenses. See example attached.)

PROJECT TITLE: Muskegon Homeless Coordinator/Grant Writer	PROGRAM YEAR: 2022/23
SUBCONTRACTOR: United Way of the Lakeshore, Inc	DATE: 2/22/22
CONTRACT PERIOD: 2022-2023	

ACCOUNT	CDBG SHARE	OTHER FUNDS	TOTAL PROJECT AMT
PERSONNEL	50,000	12,500	62,500
SUPPLIES & MATERIAL			
CONTRACTUAL			
OTHER (INCLUDING OVERHEAD)		12,500	12,500
TOTAL	50,000	25,000	75,000

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICERS
PROGRAM SUMMARY

1. Agency Name: United Way of the Lakeshore, Inc

2. Service Headquarters: 31 East Clay Avenue, Muskegon, MI 49442

3. Service Mix: Indicate the mix or type of services to be provided.
Funding to support the creation of a full time housing and homelessness coordinator position at United Way of the Lakeshore to ensure that the needs of city residents are considered in the planning and development of services as well as work with landlords to recruit and retain more housing available for low income residents

4. Total Project Costs: $75,000

Community Development Block Grant Funds	$ 50,000
Other Funds	$ 25,000
Total Funds	$

5. Funding Sources: List below other funding sources and amounts of funds for this project.

United Way private donors, Other public funders

6. Project Service Area: List below the geographic areas (see map) the agency intends to serve through this project. In the event this project includes capital improvements, please indicate its location on the current City area map, estimated number of persons and indicate percent of service rendered and the area denoted by numbers on map.
The project will serve all city neighborhoods and residents

7. Estimate the number and percent of lower income persons served by this project. Please specify by income category and household size. Following provides income categories and household size. Income category: extremely low (0-30% MFI), very low (31-50% MFI), low (51-80% MFI), household size: elderly household, single household, small family 2-4, large family 5 or more. If this question is not applicable to your organization/agency please specify. (see attached income guidelines
45% extremely low;

35% very low;

20% low homeless families exist in all sizes

8. Please provide your agency's most recent annual budget and audit if applicable.

See Attached

DOCUMENTATION

1. Authorized Signatures – Submit an executed copy of Exhibit I certifying those officers or employees of the agency having the authority to carry out the performance contemplated by a contract and which designates the person or persons who execute the contract on behalf of the organization and legally bind the organization to the terms of the contract.

2. Accounting System – Submit an executed copy of Exhibit II certifying the adequacy of the agency's accounting system.

3. Security Policy – Submit an executed copy of Exhibit 3 certifying the confidentiality and retention of records.

4. Section 501(C) (3) – Submit evidence that the agency is in compliance. Attach a copy of the agency's certification.

5. Licensing – Submit certification that the agency and its employees comply with all local, state and federal licensing requirements for project services provided.

6. Personnel – Submit a copy of your employment profile including total employees, male, female and minority employees both male and female plus positions held.

7. Financial Audit – Submit the agency's most recent financial audit.

8. Board of Directors – Submit a roster of all members of the agency's Board of Directors: include their addresses and telephone numbers.

I hereby certify all information and documentation submitted as part of this proposal to be correct and true to the best of my knowledge.

Christine J Robere

Typed Name of Authorized Person

Signature of Authorized Person

2/22/22

Date

CITY OF MUSKEGON
COMMUNITY AND NEIGBORHOOD SERVICES
CERTIFICATION
RESPONDENT INDENTIFICATION

United Way of the Lake Shore
Full Legal Name of Agency

231-722-3134
Telephone Number

31 E Clay Avenue, Muskegon, MI 49442
Legal Mailing Address of Agency

Homeless Housing Coordinator
Project Title

Christine J Robere
Contact Person

President/CEO
Title

231-332.4001
Telephone

christine@unitedwaylakeshore.org
E-mail address

2/22/22
Submission Date

EXHIBIT III

CITY OF MUSKEGON
COMMUNITY AND NEIGHBORHOOD SERVICES
SECURITY POLICY

In keeping with the general conditions of the prime grant agreement between the City of Muskegon and the U.S. Department of Housing and Urban Development, all records, reports, etc., must be kept confidential and retained for a period of three years after the end of the contract. Because of these requirements, it is necessary for the subcontractor to maintain all data in a safe and secure place.

The undersigned certifies that United Way of the Lakeshore
(Name of agency)

shall have in place a mechanism for keeping records, reports and all data related to this project confidential and in a safe and secure place.

Gary Nelund
Typed Name of Chair of Board of Directors

Signature of Chair of Board of Directors

2/22/22
Date

c. **Does your agency/organization have a fee schedule for this particular service/project? Please provide.** N/A

EXHIBIT II

CITY OF MUSKEGON
COMMUNITY AND NEIGBORHOOD SERVICES
ACCOUNTING SYSTEM

I am the chief financial officer of WWL
(Name of agency)

In this capacity, I will be responsible for providing financial services adequate to ensure the establishment and maintenance of an accounting system for this agency. The accounting system and internal control procedures will be adequate to safeguard the assets of this agency, check the accuracy and reliability of accounting date, promote operating efficiency and assure compliance with prescribed management policies of the agency and the City of Muskegon.

Christine J Robere
Typed Name of Financial Officer

Signature of Financial Officer

2/22/22
Date

5. **Describe the system that will be used to organize and coordinate service delivery to new applicants or returning clients seeking assistance. This case management system should include provisions for additional screening, intake processing referral linkage, case monitoring and follow-through.**

This is not intended to be a direct service program. However, this program will oversee many of the programs that currently provide direct services and will support those efforts. It currently uses the Homeless Management Information System HMIS provided by the Michigan State Housing Development Authority. This person will work with and train others in best practices of this work.

6. **Describe the full staff component necessary to provide services proposed and their qualifications.**

Attached is a job description of the proposed position. As mentioned previously, the limited work provided is done through donated time of several different agencies. Again, we are jeopardizing current funding and potential funding by not putting this position in place now to meet the needs of our residents.

7. **Describe the agency's capabilities for carrying out this project, how it fits into the agency's overall program and what resources will be used to support.**

United Way of the Lakeshore is a 100 year old organization with a long history of developing and supporting new programs to meet today's needs, including Hospice, senior transportation, 211, afterschool support, early childhood and child care development, and housing and homelessness are among the many projects we have been a proud to support. The lead staff at United Way of the Lakeshore has a master's in social work and 30 years of experience in program development and planning and implementation work, 2 other staff have master's degrees and 3 others have bachelor's degrees with a collective experience of decades.

8. **Describe the agency's project evaluation plan. Indicate what will be measured or assessed and how this evaluation will be used to determine whether the project is meeting its goals.**

United Way has an annual evaluation plan to monitor all programs. This position will support a collaborative team made up of several agencies including city staff that will provide direction, and support to the role as well as assist in hiring the new candidate. The work will report to our Impact Council and Board for additional support and guidance.

9. **Provide a plan for coordinating services with other agencies. Document any commitments in writing.**

This position will be the glue that builds on current collaborative efforts and brings it to the next level.

10. **Describe the agency's capability in assuring that the proposed program will benefit low to moderate-income clients.**

United Way has a long history of service to low and moderate income residents as previously mentioned. We ask for and receive this data from the programs we fund and provide this data to many funding sources.

11. **Describe the functions of the agency's Board of Directors and how it was involved in the development and submission of this proposal.**

The United Way Board of Directors and our Impact Council (program committee) have approved United Way's roles in assisting with collaborative projects. The board was made aware of concerns, needs and opportunities around housing and support for collaborative programming. If this grant is approved, we will move quickly to engage them and other key stakeholder in work.

12. **Please address the following questions in your narrative:**

    a. **How many persons were served by your agency last year:** 101,000 not unduplicated
    b. **Was the proposed service/project provided previously by your agency?** This is our first direct application. We assisted the YMCA in putting in an application for their Child Care last year.

    If so, how was it funded?

Job Title: Continuum of Care (CoC) Coordinator

Hours: Full-Time (37.5 hours/week)

Location: Muskegon, Michigan

Reports To: Executive Director

Application Deadline: Early submission is encouraged for consideration

Continuum of Care Coordinator – Position Description

The Muskegon County Homeless Continuum of Care Network (MCHCCN) is the collaborative and coordinating system that increases awareness and acts to promote and support services to eradicate homelessness in Muskegon County. The MCHCCN Coordinator facilitates the community initiative, prepares state and federal grant proposals, and coordinates a data information system.

Necessary skills:

- excellent writing and speaking skills,
- experience with facilitation,
- proven management skills, and
- relevant bachelor's degree required.

Specific duties:

- Work with the MCHCCN Executive Team to create an annual work plan designed to achieve goals established by the Michigan State Housing Development Authority (MSHDA) and U.S. Department of Housing and Urban Development (HUD) grants.
- Coordinate the implementation of the MCHCCN work plan through the organization of task forces and/or committees, including but not limited to: the Interagency Services Team, Homelessness Awareness Committee, Plan to End Homelessness Steering Committee, and the Homeless Youth Council.
- Write and submit the Emergency Shelter Grant Exhibit 1 document with assistance from other MCHCCN members.

- Write and submit the HUD Supportive Housing Program Exhibit 1 document with assistance from other MCHCCN members.
- Provide oversight to ESG, SHP and HPRP grantees
- Coordinate the Point in Time Count and corresponding data analysis with assistance from the Homelessness Awareness Committee.
- Coordinate Homeless Awareness Week activities with assistance from the Homelessness Awareness Committee.
- Facilitate communication within the MCHCCN; distribute/disseminate all pertinent information sent by MSHDA, HUD, etc., to MCHCCN members.
- Support the MCHCCN through creating agendas and minutes for quarterly meetings.
- Represent the MCHCCN at appropriate community meetings and events.
- Participate in relevant trainings and informational meetings offered by HUD, MSHDA, etc., disseminate information to MCHCCN members as applicable.
- Facilitate communication at the regional level.
- Develop strategies and actions steps to accomplish countywide goals by using HMIS data.
- Conduct other assignments as identified by the MCHCCN Executive Team.

Internal Revenue Service

Date: October 29 2007

UNITED WAY OF THE LAKESHORE INC
313 W WEBSTER AVE
MUSKEGON MI 49440

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
John Kennedy ID 17-57094
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
38-1426895

Dear Sir or Madam:

This is in response to your request of October 29, 2007, regarding your organization's tax-exempt status.

In January 1965 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

Employee Name	Employee Position	Gender	Race
Christine Robere	President, CEO	Female	White/Caucausion
Stephanie Ladegast	Executive Assitant to President & Operations Manager	Female	White/Caucausion
Barbara Sims	Oceana County Director	Female	White/Caucausion
Jim Rynberg	Newaygo County Director	Male	White/Caucausion
Dominique Bunker	Comunity Engagement Dirctor	Female	White/Caucausion
Kara Zielinski	Resource Development Director	Female	White/Caucausion
Lynn Keech	Retired & Senior Volunteer Program Manager	Female	White/Caucausion
Wyneice Hairston	Community Impact Director	Female	Black/African American
Kathy Sayles	Childcare Development Coordinator	Female	White/Caucausion
Jana Routt	AFL-CIO Labor Engagement Director & E-Needs Director	Female	White/Caucausion
Alyssa May	Volunteer & Event Assistant	Female	White/Caucausion
Emma Coppock	Volunteer & Event Assistant	Female	White/Caucausion

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Muskegon Social Equity Plan Amendments
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to approve the Muskegon Social Equity Program. The percentages allocated to each individual program have been modified slightly.	
Detailed Summary: Last year, the allocations were as follows: 30% towards grants/loans, 35% towards expungement clinics, 35% towards education/community outreach. This year, we are proposing 40% towards grants/loans, 30% towards expungement clinics, 30% towards education/outreach.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the Muskegon Social Equity Program amendments as proposed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PROPOSED FOR 2022

Medicinal and Recreational Marihuana
Social Equity Program

The City of Muskegon was recently announced as one of 19 Michigan cities that meet the State-identified criteria for the State of Michigan's Social Equity Program. Please contact the State's Social Equity Team at (517) 284-8599 to see if you qualify for the State of Michigan Social Equity Program.

In addition, the MSEP will also focus on social equity by providing expungement clinics, grants/loans, and education on safe marihuana consumption and youth prevention. The City is also encouraging private entities within the marihuana overlay district to offer affordable rental space to retailers and other small businesses wishing to open accessory businesses within the district.

MSEP REVENUE

Medical and Recreational licensed marihuana businesses in Muskegon may elect to contribute to the City's MSEP. Additionally, 35% of all local excise tax receipts will be allocated to the City's MSEP.

ALLOCATION OF MSEP RESOURCES

1. 40% for business micro-loans/grants for those that have had a low-level marihuana conviction.
2. 30% will be dedicated towards facilitating marihuana related expungement clinics.
3. 30% for education and community outreach for responsible marihuana consumption related to harm reduction.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24. 2022	Title: Re-assignment of 433/435 E. Isabella Avenue
Submitted By: Oneata Bailey	Department: Community and Neighborhood Services (CNS)

Brief Summary: To assign the 2-unit Building Rehabilitation to Community and Neighborhood Services for Affordable Housing contracts with local Continuum of Care agencies for the creation of City Rental Rehabilitation Program.

Detailed Summary:

Current rehabilitation of 433/435 E Isabella (2-unit) house is nearing the rough-in inspection stage and will be demarked to assign to CNS for the final Certificate of Occupancy inspection. CNS will hold as a Rental property owned by the city for Affordable Housing units for local CoC agencies in need of housing units for homeless, and at-risk of homelessness.

Amount Requested: $150,000.00	Amount Budgeted: $320,000.00
Fund(s) or Account(s): HOME Program 2020	Fund(s) or Account(s): HOME 2020

Recommended Motion: Approve the re-assignment of 433/435 E Isabella Avenue to CNS for affordable housing creation under the Rental Rehabilitation Program.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Commercial Facilities Exemption Certificate – Sweetwater Development
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Sweetwater Development was issued a Commercial Facilities Exemption Certificate (PA 255) on June 25, 2019 for the development of The Leonard building at 292 W Western Ave. This commercial tax abatement was awarded to the first three floors of the building, while the top three floors were awarded a Neighborhood Enterprise Zone Certificate for the residential units. They are requesting to revoke the portion of the commercial tax abatement on only the third floor so that they may convert that floor to additional residential units.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To revoke the third floor portion of the Commercial Facilities Exemption Certificate, number 2019-142, at 292 W Western Ave.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION REVOKING A PORTION OF A
COMMERCIAL REHABILITATION CERTIFICATE (4-19-005)
Sweetwater Development, LLC

WHEREAS, pursuant to P.A. 255 of 1978, as amended, after a duly noticed public hearing held on June 25, 2019, this Commission by resolution established a Commercial Redevelopment District at 292 W Western Ave; and

WHEREAS, the City Commission approved a Commercial Facilities Exemption Certificate application for Sweetwater Development, LLC, number 4-19-005 for property located at 292 W Western Ave in the amount of $4,154,539; and

WHEREAS, Sweetwater Development has decided to not develop commercial units on the third floor of the building, but will continue to develop them on the first and second floors; and

NOW, THEREFORE, BE IT RESOLVED BY the City Commission of the City of Muskegon:

The City Commission hereby revokes the third floor portion only of the Commercial Facilities Exemption Certificate number 4-19-005 for Sweetwater Development for property located at 292 W Western Ave.

AYES:
NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on May 24, 2022.

_____
Clerk's Signature

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Commercial Rehabilitation Certificate – Northern Biomedical Research, Inc.
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Pursuant to Public Act 210 of 2005, as amended, Northern Biomedical Research Inc has requested the issuance of a Commercial Rehabilitation Certificate at 2725 Olthoff Dr.	
Detailed Summary: The Certificate will freeze the taxable value of the building and exempt the new real property investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act. The City Commission approved the creation of the Commercial Rehabilitation District at its March 22 meeting. The estimated investment cost is $63,000,000. The tax incentive committee has recommended an abatement duration of ten (10) years.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the issuance of a Commercial Rehabilitation Certificate at 2725 Olthoff Dr for a duration of ten (10) years.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Tax Incentive Scoring Breakdown

Cognate Description	
TAXABLE VALUE: The City will consider the estimated additional tax base that the development will generate based on plan review, assessor's analysis and permit fees. 1 point awarded for $150,000 to $249,999 in taxable value, 2 points awarded for $250,000 to $499,999, 3 points awarded for $500,000 to $749,999, and 4 points awarded for $750,000 to $999,999, and 5 points for taxable value creation over $1,000,000.	0-5
LOCATION: An additional two points will be awarded to a development if it is proposed in one of the City's identified Commercial or Residential Redevelopment Areas (map attached).	0-2
NEW BUSINESS: An additional point will be awarded if the development is being proposed by a commercial entity or housing developer that is new to the City of Muskegon.	0-1
RESIDENT HIRING: An additional point will be awarded if the proposed development will commit to employing ()% of its full time staff from within the city limits or by retaining contractors for services from within the city limits.	0-1
MINORITY OWNER/OPERATOR: An additional point will be awarded if the proposed business or development is owned or managed by a federally recognized ethnic minority.	0-1

Taxable Value of $31,500,000 = 5
Location = 2
New Business = 1
Resident Hiring = 1
Minority Owner/Operator = 0
Total Points = 9

Matrix: PA 210 Tax Abatement Scoring Tool
0-5 Points: 3 Years of frozen taxable values
6-8 Points: 6 Years of frozen taxable values
9-10 Points: 10 Years of frozen taxable values

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING APPLICATION FOR ISSUANCE
OF A COMMERCIAL REHABILITATION CERTIFICATE
Northern Biomedical Research, LLC

WHEREAS, pursuant to P.A. 210 of 2005 as amended, after duly noticed public hearing held on March 22, 2022, this Commission by resolution established a Commercial Rehabilitation District as requested by Northern Biomedical Research, LLC for the property at 2725 Olthoff Dr, Muskegon, Michigan 49443; and

WHEREAS, Northern Biomedical Research, LLC requested in writing for the City to establish a Commercial Rehabilitation District at 2725 Olthoff Dr in a letter dated February 15, 2022; and

WHEREAS, the application for the issuance of a Commercial Rehabilitation Certificate was filed within six months of the project's commencement; and

WHEREAS, the rehabilitation of this property is calculated to and will have the reasonable likelihood to retain, create, or prevent the loss of employment in Muskegon, Michigan; and

WHEREAS, Northern Biomedical Research, LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, Northern Biomedical Research, LLC has provided answers to all required questions under the application instructions to the City of Muskegon; and

WHEREAS, the City of Muskegon requires that rehabilitation of the facility shall be completed by May 24, 2024; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005; and

WHEREAS, a Public Hearing was held on May 24, 2022 at which the applicant, the assessor and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Muskegon, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the Muskegon City Commission of the City of Muskegon, Michigan that:

1) The Muskegon City Commission finds and determines that the Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 210 of the Public Act of 2005 as amended shall not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Muskegon.

2) The application of Northern Biomedical Research, LLC, for the issuance of a Commercial Rehabilitation Certificate with respect to the building improvements and equipment on the following described parcel of real property situated within the City of Muskegon to wit:

PART OF LOTS 67 AND 68 OF THE PLAT OF PORT CITY INDUSTRIAL PARK NO. 6 AS RECORDED IN LIBER 22 OF PLATS PAGES 5–8, MUSKEGON COUNTY RECORDS, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN AND MORE ALSO DESCRIBED AS;

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 35 ALSO BEING THE SOUTHEAST CORNER OF LOT 69, PORT CITY INDUSTRIAL CENTER NO. 6 AS RECORDED IN LIBER 22, PAGES 5–8, MUSKEGON COUNTY RECORDS;

THENCE NORTH 89 DEGREES 14 MINUTES 02 SECONDS EAST, A DISTANCE OF 7.91 FEET TO THE NORTH 1/4 CORNER OF SECTION 2, T9N, R16W, AS MONUMENTED BY F. F. SMITH & MID MICHIGAN ENGINEERING & SURVEY;

THENCE SOUTH 89 DEGREES 15 MINUTES 10 SECONDS EAST (R=S89°53'00"W D=S89°53'56"W) ALONG THE SOUTH LINE OF THE PLAT OF PORT CITY INDUSTRIAL PARK NO. 6 AS RECORDED IN LIBER 22 OF PLATS, PAGES 5–8, MUSKEGON COUNTY RECORDS, A DISTANCE OF 141.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREE 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 788.13 FEET;

THENCE SOUTH 89 DEGREES 06 MINUTES 57 SECONDS EAST (R & D=S89°56'00"E), A DISTANCE OF 1139.79 FEET TO THE WESTERLY RIGHT–OF–WAY LINE OF DEBAKER ROAD;

THENCE SOUTHWESTERLY, A DISTANCE OF 304.99 FEET (D=303.18 FEET) ALONG A CURVE TO THE RIGHT (CURVE DATA BEING RADIUS=642.00 FEET, LONG CHORD=302.13 FEET (D=300.37 FEET), LONG CHORD BEARING=SOUTH 23 DEGREES 45 MINUTES 47 SECONDS WEST (D=S22°50'42"W);

THENCE SOUTHERLY, A DISTANCE OF 369.14 FEET (R=370.18 FEET D=371.00 FEET) ALONG A CURVE TO THE LEFT CURVE DATA BEING RADIUS=303.00 FEET, LONG CHORD=346.69 FEET (D=348.26 FEET), LONG CHORD BEARING=SOUTH 02 DEGREES 09 MINUTES 26 SECONDS WEST (D=S01°33'47"W);

THENCE ALONG A LINE NON–TANGENT TO SAID CURVE, SOUTH 32 DEGREES 23 MINUTES 22 SECONDS EAST (R=S33°22'00"E D=S33°11'07"E), A DISTANCE OF 191.91 FEET TO A THE SOUTHEAST CORNER OF LOT 67 OF SAID PLAT;

THENCE NORTH 89 DEGREES 15 MINUTES 10 SECONDS WEST (R=S89°53'00"W D=S89°55'56"W) ALONG SAID SOUTH LINE OF THE PORT CITY INDUSTRIAL CENTER NO. 6, A DISTANCE OF 1127.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE WEST 10 FEET, THEREOF, FOR A PRIVATE EASEMENT FOR PUBLIC UTILITIES.

SAID PARCEL CONTAINS 18.84 ACRES, MORE OR LESS.

3) The Commercial Rehabilitation Certificate is issued and shall be and remain in force and effect for a period of ten (10) years, ending on December 31, 2032 and may not be extended.

Adopted this 24th Day of May 2022.

Ayes:

Nays:

Absent:

BY: _____
Ken Johnson
Mayor

ATTEST: _____
Ann Meisch
Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Muskegon City Commission, County of Muskegon, Michigan, at a regular meeting held on May 24, 2022.

_____
Ann Meisch
Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Concession Agreement
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is asking permission to enter into a 3 year contractual agreement with Erin Vorgias of the Michigan Lighthouse Conservancy – Muskegon Lights Branch to operate a gift shop and to support the tour operations in the chalet at Pere Marquette Park.

Detailed Summary:

Staff is asking permission to enter into a Concession Agreement from May 10, 2022 – May 10, 2025 with Erin Vorgias of the Michigan Lighthouse Conservancy – Muskegon Lights Branch. Ms. Vorgias has proposed to operate a gift shop and support facility for their tour operations in the chalet at Pere Marquette Park.

MLC is proposing to pay the standard $1,000 annual fee to the city for the right to use the facility, but is asking for the standard 5% of gross receipts to be waived to help support the capital fundraising goals of the 501c3 organization as they work to secure funds for needed repairs at the lights.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Authorize staff to enter into a 3-year Concession Agreement with Erin Vorgias of the Michigan Lighthouse Conservancy for use of the chalet at Pere Marquette Park.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Erin Vorgias
Michigan Lighthouse Conservancy - Muskegon Lights
1431 Beach Street
Muskegon MI, 49441

Dear Muskegon County Commission

The intention of this proposal is to request to lease a vacant chalet located on Beach Street from the City of Muskegon in 2022. Michigan Lighthouse Conservancy is a nonprofit corporation whose mission is to promote the preservation of Michigan's lighthouses and lifesaving station structures and the artifacts associated with them. MLC works to help restore lighthouses, life-saving structures and create appropriate reuses of these properties. The Muskegon Lights is a branch off MLC that preserves and restores the Muskegon South Pierhead Light and two surrounding breakwater lights. Preservation and restoration is done by welcoming the public to tour the Muskegon South Pierhead Light for a small fee and through the sale of merchandise inside of the Light. Being able to lease the chalet and use the location to direct foot traffic to Muskegon South Pierhead Light for the sale of merchandise and tickets to tour would all aid in our ongoing mission to preserve and restore these historic, life saving structures.

Agreements:
Michigan Lighthouse Conservancy agrees to pay the $1,000 and ask the 5% gross receipts to be waived by the City of Muskegon.
Michigan Lighthouse Conservancy agrees to a long term lease of 3 - 5 years
MLC agrees to use the chalet for the sale of merchandise
We agree to use our social media and website resources to promote our location to attract attention to the City of Muskegon.

We agree to be fully licensed by the Michigan Secretary of State for the sale of merchandise
We agree to follow all regulations and rules provided by the City of Muskegon while operating on their property.

Hours Of Operation
The chalet gift shop would be operating within Muskegon South Pierhead Light season which is Mondays, Fridays and Saturday from 1-5 pm beginning Memorial Day until Labor Day, as well as during special events such as “National Music Day” on June 21, 2022, and our Halloween Trick or Treating Event on October 8, 2022. These hours are based on Muskegon Lights volunteer availability and could vary.

Mondays, Friday and Saturdays 1-5 pm
Special Events through the season and off season

Merchandise For Sale
Merchandise that will be for sale in the 2022 season will range from swag wear like shirts and hats to children's water safety books.

T-Shirts in varying sizes and colors
Muskegon Lights Hat
Muskegon Lights Kid Hat
Water Safety Book
Summers Call: A Michigan Beach Day: book
Varying local artist work
Muskegon Lights Sticker
Seagull Stuffy
Muskegon Lights Water Bottles
Muskegon Lights Calendar

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: HBA Demolitions
Submitted By: Interim Director Andrew Rush	Department: Public Safety
Brief Summary: HBA approved the demolition of 872 Forest	
Detailed Summary: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located 872 Forest, is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.	
Amount Requested: Bids	Amount Budgeted: N/A
Fund(s) or Account(s): 101-80387-5356	Fund(s) or Account(s):
Recommended Motion: To concur with the Housing Board of Appeals to demolish 872 Forest.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

EN2105057 872 E FOREST AVE

CC MEETING MAY 24TH, 2022

Cheryl R Dekker
872 E Forest Ave
Muskegon, MI 49442

Information:
On or about December 1st, 2021 a fire occurred at this address. The fire was mostly contained to the basement of the home, but the fire significantly damaged the floor joists, subfloor, and framing member of the main level. In addition to the building issues, there is significant damage to the plumbing, mechanical, and electrical components and fixtures throughout the basement. At the time of the fire, Cheryl R Dekker owned the home on Land Contract, but did not maintain fire insurance. The Land Contract grantor, Thomas John Hanson, has expressed interest in taking back ownership of the property, but has been unable to get proper paperwork sorted out to do so.

Owner Contact:

- A Fire Inspection Notice was sent on 12/2/21
- A Fire Inspection Report Letter was sent on 12/8/21
- On 1/25/22 a Notice and Order was sent and posted.
- On 2/14/22 a HBA 10-Day notice was sent and posted.
- On 3/21/22 a 10-Day Notice of Hearing was sent and posted.
- April 7th, 2022 HBA Meeting: The owner was not present. Housing Board of Appeals declared the structure for demolition.

Staff Correspondence:
Owner has not contacted staff about ongoing issues.

Additional Information:

- SEV Value: $22,600
- Property Taxes Due: $0
- Staff estimates cost of repair: $50,000.
- Property is in the Oakview Neighborhood.

Permits obtained: None.

872
12.7.2021 12:34

12.7.2021 12:29

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 24, 2022	Title: Amendment to Neighborhood Enterprise Zone Certificate – 292 W Western
Submitted By: Mike Franzak	Department: Planning
Brief Summary: The project was approved for the NEZ Certificate in December 2019 and included 18 residential units on floors three through six. The applicant will now be converting the second floor into additional residential units for a total of 24 units and is requesting to amend the NEZ certificate to include the units on the second floor.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the amendment to the NEZ certificate at 292 W Western Ave to include the new second floor units for a total of 24 units on floors two through six.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION AMENDING
A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE
(N2019-142)

WHEREAS, on August 17, 2019, a Neighborhood Enterprise Zone Certificate for a new facility was approved for Sweetwater Development, LLC to construct new market-rate residential apartments at 292 W Western Ave in "The Leonard" Neighborhood Enterprise Zone District, and;

WHEREAS, the Neighborhood Enterprise Zone Certificate was only to be applied to the 18 market-rate apartment units in the mixed-use development on floors three through six, and;

WHEREAS, the applicant will now be constructing additional market-rate apartment units on the second floor as well and is seeking to include these additional units in the Neighborhood Enterprise Zone Certificate, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate;

WHEREAS, the amendment to the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years and no extensions will be granted;

NOW, THEREFORE, BE IT RESOLVED that the application to amend the Neighborhood Enterprise Zone Certificate for a new facility for the market-rate apartments at 292 W Western Ave by Sweetwater Development, LLC be approved.

Adopted this 24th day of May, 2022.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 24, 2022.

By: _____
Ann Meisch
City Clerk