



Saugatuck Township

Special Board Meeting

Monday, June 30, 2025, at 11:00 a.m.

Saugatuck Township Hall

3461 Blue Star Hwy. Saugatuck, MI 49453

<https://us02web.zoom.us/j/85393271805?pwd=r0gvzv2lNs2i59eCofy3ToMHi8CNvK.1>

Meeting ID: 853 9327 1805

Passcode: 2021

1) Call to Order/Pledge of Allegiance

2) Roll Call

3) Reports

- 1) Presentation(s): None
- 2) Treasurer's Report
- 3) Planning Commission Report
- 4) Manager Report

4) Public Comment

Persons may speak for up to three minutes when recognized by the Supervisor. An extension of time of up to five minutes may be granted by the Supervisor if the extension will not interfere with the conduct of Board business or with other persons who also wish to address the Board.

Each person wishing to address the Board shall be asked to identify themselves and their address. Persons representing an organization or group shall indicate whether their comments represent the official view of the organization or group. Persons addressing the Board shall observe rules of common courtesy and decorum.

5) Agenda Approval

6) Consent Agenda

Consent Agendas are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered separately.

1. Bills & Review of Invoices

- a) Total Bills and Payroll:

2. Approval of Minutes

Individuals with disabilities requiring auxiliary aids or services can contact Saugatuck Township for reasonable accommodations. If you require accommodations, please contact Township Clerk as soon as practically possible prior to the meeting in writing or by calling the Township Hall at (269) 857-7721 as some accommodations may require 48-hours to provide.

3. Disbursements

- a) None

4. Reports

- a) Clerks Report
- b) Road Commission
- c) Fire Board
- d) Parks Commission
- e) Emergency Services Committee
- f) Interurban Board
- g) Harbor Authority
- h) KLSWA Commission
- i) Tri-Community Wildlife Committee

5. Correspondence

- None

6. Operations

- 1. Audit 2024-2025

7) Fiduciary Oversight

N/A

8) Policy Development, Evaluation, and Actions

N/A

9) Legislative Actions (Ordinances)

N/A

10) Strategic Discussions and Actions

N/A

11) Professional Development

N/A

12) Other Unfinished Business

N/A

13) Other New Business

- 1) Commission Appointments
 - 1. Planning Commission
 - 2) MMRMA Insurance Proposal
 - 3) Legal Center Service Agreement
 - 4) Cemetery Proposal
 - 5) Year-End Budget Amendment)
-

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14) Future Topics

N/A

15) Public Comments**16) Board Member Comments****17) Adjournment**

TO: Township Board

FROM: Daniel DeFranco, Township Manager

DATE: June 30, 2025

RE: Consent Agenda

Recommended Motion:

I motion to approve the Consent Agenda.

Description:

The consent Agenda includes the following item:

- 1) Audit 2024-2025



FROM: Daniel DeFranco, Township Manager

MEETING DATE: June 30, 2025

SUBJECT: Annual Audit 2025

DESCRIPTION:

The Township has received an engagement letter from Siegfried-Crandall to conduct the annual audit of the Township's 2024-2025 financial statements. Completion of an annual audit is best financial practice for a local unit of government and a requirement for many grant programs. The Board should consider confirming the understanding of services identified in the attached engagement letter for the 2024-2025 audit.

BUDGET ACTION REQUIRED:

Included in the FY 2025-2026 Budget

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

Sample Motion:

"Move to authorize the Manager to execute the confirmation of understanding of services with Siegfried-Crandall for the fiscal year 2024-2025 audit of Township financial statements."

Attached:

- 1. Audit Engagement Package*

June 11, 2025

Members of the Township Board
Township of Saugatuck
3461 Blue Star Highway, P.O. Box 100
Saugatuck, MI 49453

We are pleased to confirm our understanding of the services we are to provide the Township of Saugatuck for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Township of Saugatuck as of and for the year ended June 30, 2025. Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Township of Saugatuck's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Township of Saugatuck's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of changes in the Township's net pension liability and related ratios
4. Schedule of Township pension contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Township of Saugatuck's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Management override of controls
2. Depreciation schedules are not maintained for the capital assets of the governmental activities

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Township of Saugatuck's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also provide the following nonattest services:

- Preparation of depreciation schedules based on useful lives and depreciation methods determined by you
- Preparation of the Township's financial statements, in conformity with U.S. generally accepted accounting principles, based on trial balances provided by you
- Preparation of Forms F-65, 5047, and 5572 that we will submit to the State after your review

We will perform the services in accordance with applicable professional standards. The other services are limited to the nonattest services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Siegfried Crandall P.C., will not be included in any such offering document without our prior permission to consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

Daniel L. Veldhuizen is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be based on the actual time spent at our standard hourly rates, which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Based on our understanding of the Township's audit requirements, our fee will not exceed \$10,900. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Township of Saugatuck's financial statements. Our report will be addressed to the members of the Township Board of the Township of Saugatuck. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions, or we may withdraw from this engagement.

Members of the Township Board
Township of Saugatuck
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We appreciate the opportunity to be of service to the Township of Saugatuck and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,

SIEGFRIED CRANDALL P.C.

A handwritten signature in black ink, appearing to read "Daniel Veldhuizen", written in a cursive style.

Daniel L. Veldhuizen, Shareholder

RESPONSE:

This letter correctly sets forth the understanding of the Township of Saugatuck.

By: _____

Title: _____

Date: _____

June 11, 2025

Daniel DeFranco, Manager
Township of Saugatuck
3461 Blue Star Highway, P.O. Box 100
Saugatuck, MI 49453

Dear Daniel:

Following is a list of items we will need to perform the Township's audit as of and for the year ended June 30, 2025. Please share this list with the appropriate officials and staff.

Items we need before the beginning of fieldwork:

- Backup file, from your BS&A accounting software program, that includes all transactions through June 30, 2025 (we would appreciate receiving the files one week before our fieldwork)

Items to have available by the beginning of fieldwork:

- Board minutes since July 2024
- Bank account statements for the entire fiscal year
- Payroll tax returns (941s, etc.) and payroll journals for the fiscal year
- 2024 W-2, W-3, and 1099 forms issued
- Insurance coverage in effect during the fiscal year ended June 30, 2025
- Remittance advices and paid invoices for the fiscal year ended June 30, 2025, and any since June 30, 2025
- Original and final amended budgets for the year ended June 30, 2025, and adopted budgets for the subsequent year
- Bank reconciliations for all accounts at June 30, 2025, and the July 2025 bank statements for all accounts
- Information regarding all investments held as of June 30, 2025, including financial institution, account number, amount, interest rate, purchase date, and maturity date
- Receivables at June 30, 2025, including schedule of amounts due showing amount, source, date earned, date received, and accounting classification (for practical considerations, you may limit the schedule to items of at least \$2,000)
- Special assessment balances, by district, as of June 30, 2025
- Schedule of special assessment collections (including payoffs), by district, for the year
- Details regarding new special assessments, if any, during the year ended June 30, 2025
- Delinquent personal property tax listing as of June 30, 2025 (parcel no., year, amount)
- Capital asset additions and dispositions during the year; have support available and provide purchase date, historical cost, and useful life for additions
- Accounts payable at June 30, 2025, including schedule of amounts due showing payee, amount, date services/products received, accounting classification, date paid (for practical considerations, you may limit the schedule to bills of at least \$500)

Daniel DeFranco, Manager
Township of Saugatuck
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June 11, 2025

- Schedule of any material (for practical considerations, you may limit this to at least \$1,000) unpaid invoices as of the date of fieldwork
- Schedule of accrued payroll, by fund, at June 30, 2025 (show dates worked, amount, accounting classification, and date paid)
- Schedule of compensated absences, if any, at June 30, 2025 (show name, cumulative hours, and pay rate as of year end)
- Schedule of long-term debt activity for the year ended June 30, 2025
- Long-term debt issued, if any, during the year ended June 30, 2025 (show amount of proceeds, interest rate, payment schedule, etc.)
- Property tax information, including tax warrants (summer and winter 2024); settlement worksheets; and certification of tax rates (Form L-4029)
- Schedule of fund balance restrictions and assignments as of June 30, 2025
- Schedule of approved salaries and wage rates for the year
- A copy of the most recent MERS pension actuarial report, in electronic format

Please contact me if you need clarification or assistance in gathering the above information. Ann Knafel, from our technology department, is willing to assist you in exporting a file from your accounting software program that contains all transactions through June 30, 2025. Please contact her as soon as you have completed posting transactions for the year. She can be reached at aknafel@scpro.net.

Please contact me so we can determine a mutually agreeable date to begin our audit fieldwork. We look forward to working with you and everyone else at the Township again this year.

Sincerely,

SIEGFRIED CRANDALL P.C.

A handwritten signature in black ink, appearing to read "Daniel Veldhuizen", with a stylized flourish at the end.

Daniel L. Veldhuizen, Shareholder

June 11, 2025

Members of the Township Board
Township of Saugatuck
3461 Blue Star Highway, P.O. Box 100
Saugatuck, MI 49453

We are engaged to audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Township of Saugatuck for the year ended June 30, 2025. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated June 11, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, budgetary comparison schedules, and pension schedules, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited, and because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the combining nonmajor governmental fund financial statements and schedule of bond retirement and annual interest requirements (supplementary information), which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Communication

We would also appreciate the opportunity to talk to you or meet with you to discuss this information further because a two-way dialogue can provide valuable information for the audit process.

You may assist us in understanding the Township of Saugatuck and its environment by identifying appropriate sources of audit evidence and providing information about specific transactions or events. We expect that you will communicate with us on any matters you consider relevant to the audit and the Township's system of internal control over financial reporting. Other matters that you communicate may significantly affect our audit procedures. You need to communicate to us any suspicion or detection of fraud, or any concerns you may have about the integrity of the Township's management.

We will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, disagreements with management, and other serious difficulties encountered in performing the audit. We will also communicate to you and to management any significant deficiencies or material weaknesses in internal control over financial reporting that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and nonattest services that may be thought to bear on independence. In addition, our policies restrict certain nonattest services that may be provided by Siegfried Crandall P.C. and require audit clients to accept certain responsibilities in connection with the provision of the following permitted nonattest services:

- Preparation of depreciation schedules based on useful lives and depreciation methods determined by you
- Preparation of journal entries, other than proposed audit entries, that you will review and approve
- Preparation of the Township's financial statements, in conformity with U.S. generally accepted accounting principles, based on trial balances provided by you
- Preparation of Forms F-65, 5047, and 5572 that we will submit to the State after your review

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your Township functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your government. The development of a specific audit plan will begin by obtaining an understanding of the Township of Saugatuck's financial reporting objectives, strategies, risks, and performance.

We will obtain an understanding of the Township and its environment, including internal control over financial reporting, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Township or to acts by management or employees acting on behalf of the Township. We will also establish an overall materiality limit for audit purposes.

We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

We will use this knowledge and understanding, together with other factors, to assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk regarding the likelihood of material misstatement arising from the nature of an account balance or class of transactions; and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk

We will then determine the nature, timing, and extent of substantive procedures, and any tests of controls we consider to be necessary given the risks identified and the controls as we understand them.

The Concept of Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements, as well as financial statements of future periods. At the end of the audit, we will inform you of all individual, unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control over financial reporting sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control over financial reporting or to identify all deficiencies in internal control over financial reporting. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Timing of the Audit

As in prior years, we will confirm mutually agreeable dates for the performance of audit fieldwork, to take place after the end of the Township's fiscal year. The Township's adherence to this schedule and timely preparation of information requested by us is essential to our timely completion of the audit.

Members of the Township Board
Township of Saugatuck
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Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the Township of Saugatuck.

This information is intended solely for the use of the Board members and management of the Township of Saugatuck and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

SIEGFRIED CRANDALL P.C.

A handwritten signature in black ink, appearing to read "Daniel Veldhuizen", with a stylized flourish at the end.

Daniel L. Veldhuizen, Shareholder



FROM: Daniel DeFranco, Township Manager

MEETING DATE: June 30, 2025

SUBJECT: Planning Commission Appointments

DESCRIPTION:

The Board needs to fill two (2) vacancies on the Planning Commission for full 3-year terms due to expire on June 30th. Commissioners David Ihle and Denise Webster have both submitted applications for reappointment. The Township has also received an application for reappointment from Douglas Manning. The Board should carefully review application material and consider commissioner performances. Note that for Planning Commission appointments, the Supervisor nominates candidates for appointments.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

Sample Motion:

“Move to approve the appointment of _____ and _____ to the Planning Commission for 3-year terms set to expire on June 30, 2028.”

Attached:

- 1. Webster Application*
- 2. Manning Application*
- 3. Planning Commission Vacancy Public Notice*



APPLICATION FOR APPOINTMENT

APPLICATION

Name: Denise Webster

Address: 6546 Sanctuary Trail

Saugatuck MI 49453

City State Zip Code

Email: riverchippewa@gmail.com Phone: (989) 506-2608

Occupation / Job Title: Retired

Are you a Saugatuck Township resident? ☒ Yes ☐ No

Are you a registered voter in Saugatuck Township? ☒ Yes ☐ No

Do you or your employer have business dealings with the Township that may present a conflict of interest? ☐ Yes ☒ No

If yes, please provide a brief explanation: _____

What Board, Commission, and/or Committee are you willing to serve:

☒ Planning Commission ☐ Interurban Transit Authority Board ☐ Fire District Board
☐ Construction Board of Appeals ☐ Saugatuck-Douglas Library Board ☐ Board of Review
☐ Zoning Board of Appeals

Please describe qualifications, expertise, or special interests that relate to your possible appointment

Member of PC since 2021. Past experience with Planning

Commissions and Zoning Board of Appeals in Isabella County

Explain your interest in joining the board/commission to which you seek appointment:

Desire to be reappointed to the Planning Commission for another

3-year term.

What is your understanding of the values and mission of Saugatuck Township and why do you want to be a part of this organization?

Support and desire to advance the Township's Core Values. As a PC member

since 2021 have embraced each Core Value especially Forward

Thinking, Respectful, Welcoming and Trustworthy. All my

debates on the PC (and ZBA) are rooted in Love of Community.

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3461 BLUE STAR HIGHWAY P.O. BOX 100 SAUGATUCK, MI 49453
INFO@SAUGATUCKTOWNSHIPMI.GOV | (269) 857-7721 | WWW.SAUGATUCKTOWNSHIPMI.GOV

APPLICATION UPDATED MAY 2025

APPLICATION FOR APPOINTMENT

TOWNSHIP CORE VALUES

LOVE OF COMMUNITY

Engaging for positive impact and the greater good.

RESOURCEFUL

Maximizing resources with dedicated follow-through.

FORWARD THINKING

Looking outside of ourselves for inspiration. Welcoming and embracing the unique contributions of all.

WELCOMING

RESPECTFUL

Nurturing a culture of mutual regard and courtesy.

TRUSTWORTHY

Fulfilling our promises and commitments.

AGREEMENT

You may submit a cover letter with your application. **Your attendance at the appointment meeting is strongly encouraged.**

Please return the completed application to the Township Office or email it to:

info@saugatucktownshipmi.gov

The Township expects the following from members of its boards and commissions:

- Adherence to the Township's Core Values*
- Participation in an orientation before beginning service and a commitment to pursue continuing education opportunities
- Compliance with all applicable laws and regulations
- Avoidance of actions or decisions that could unnecessarily expose the Township to undue risk (e.g., lawsuits)
- Conduct of business only at duly called meetings that are well managed and welcoming to the public
- Respectful and civil behavior toward fellow board members, Township staff, the public, and others appearing before the board or commission

By signing below, you acknowledge your understanding and agreement to the terms listed above.

Denise Webster

Applicant Signature

Date

PAGE 2

3461 BLUE STAR HIGHWAY P.O. BOX 100 SAUGATUCK, MI 49453
INFO@SAUGATUCKTOWNSHIPMI.GOV | (269) 857-7721 | WWW.SAUGATUCKTOWNSHIPMI.GOV

APPLICATION UPDATED MAY 2025



APPLICATION FOR APPOINTMENT

APPLICATION

Name: Douglas Manning

Address: 2566 Lakeshore Drive

Fennville MI 49408

City State Zip Code

Email: douglasmanning3@gmail.com Phone: 3125432700

Occupation / Job Title: President, Manning Digital, Inc.

Are you a Saugatuck Township resident? ☒ Yes ☐ No

Are you a registered voter in Saugatuck Township? ☒ Yes ☐ No

Do you or your employer have business dealings with the Township that may present a conflict of interest? ☐ Yes ☒ No

If yes, please provide a brief explanation: _____

What Board, Commission, and/or Committee are you willing to serve:

☒ Planning Commission ☐ Interurban Transit Authority Board ☐ Fire District Board

☐ Construction Board of Appeals ☐ Saugatuck-Douglas Library Board ☐ Board of Review

☐ Zoning Board of Appeals

Please describe qualifications, expertise or special interests that relate to your possible appointment:

I have a strong interest in working with the Planning Commission.

My wife Char and I have owned a home in Saugatuck Township for more than 34 years. We share a long-time love for, and commitment to, this community.

My background is as a journalist working for NBC and CBS News. It taught me to be inquisitive and ask reasonable questions, listen, and to above all be impartial and fair. From CBS News I started a business with my wife to produce documentaries and videos and then applying our communication and writing skills to the Internet with our company Manning Digital.

I do not have a degree in engineering or in government zoning and planning. I would seek to take advantage of educational resources and seminars that are available to become better informed. I do, however, believe I have an understanding of our community and its values, along with common sense, good judgement and a balanced disposition that can be a benefit in serving the work of the Commission, the Township and its citizens.

I hope to be able to contribute to the Commission and its efforts to improve and protect this special community we all love.

Explain your interest in joining the board/commission to which you seek appointment:

My wife and I are fortunate to live on Lakeshore Drive and recently contributed ideas and helped organize support for the new Lakeshore Overlay District ordinance. I see the value and the importance of the work of the Planning Commission in providing and applying reasonable standards to guide the growth and development of our community. As a citizen, I have witnessed a variety of the other issues that have come before the Planning Commission and appreciate how the Commission members have worked together and approached those issues. I respect the dedication of the current members, with strong support of Township staff, to study and evaluate all issues as a group and reach a consensus following the Code of Ordinances and guided by the best interests of the community.

I frankly don't have aspirations to use an appointment as a stepping stone to any other position. My goal is simply to offer some small contribution of my time and energy to support the work of the Township and make our community better. I hope to offer a voice of reason and perspective that reflects the lakeshore area of our Township as well as the Township as a whole.

What is your understanding of the values and mission of Saugatuck Township and why do you want to be part of this organization?

I don't doubt that almost all of us share a sense of values and mission that Saugatuck Township exemplifies.

From my perspective, the key to the Township's values and mission is about putting others and the community ahead of any self-interest or personal bias.

It is about making a constructive impact that leaves our community a better place than it is today. It is about being open-minded and recognizing that ideas and actions are always better when we work together constructively to achieve shared goals.

I believe there will be issues that arise in the coming months and years that are new, or at least not fully covered in our current Codes of Ordinances. Our Township staff, Board, and Planning Commission will need to work together to understand all the details and the ramifications of every issue and arrive at decisions or updates to our code that are in the best long-term interest of our community.



APPLICATION FOR APPOINTMENT

TOWNSHIP CORE VALUES

LOVE OF COMMUNITY

Engaging for positive impact and the greater good.

RESOURCEFUL

Maximizing resources with dedicated follow-through.

FORWARD THINKING

Looking outside of ourselves for inspiration. Welcoming and embracing the unique contributions of all.

WELCOMING

RESPECTFUL

Nurturing a culture of mutual regard and courtesy.

TRUSTWORTHY

Fulfilling our promises and commitments.

AGREEMENT

You may submit a cover letter with your application. **Your attendance at the appointment meeting is strongly encouraged.**

Please return the completed application to the Township Office or email it to:

info@saugatucktownshipmi.gov

The Township expects the following from members of its boards and commissions:

- Adherence to the Township's Core Values*
- Participation in an orientation before beginning service and a commitment to pursue continuing education opportunities
- Compliance with all applicable laws and regulations
- Avoidance of actions or decisions that could unnecessarily expose the Township to undue risk (e.g., lawsuits)
- Conduct of business only at duly called meetings that are well managed and welcoming to the public
- Respectful and civil behavior toward fellow board members, Township staff, the public, and others appearing before the board or commission

By signing below, you acknowledge your understanding and agreement to the terms listed above.

June 2, 2025

Applicant Signature

Date

PAGE 2

3461 BLUE STAR HIGHWAY P.O. BOX 100 SAUGATUCK, MI 49453
INFO@SAUGATUCKTOWNSHIPMI.GOV | (269) 857-7721 | WWW.SAUGATUCKTOWNSHIPMI.GOV

APPLICATION UPDATED MAY 2025

June 2, 2025

Daniel DeFranco, Township Manager
Members of the Saugatuck Township Board
Saugatuck Township
3461 Blue Star Highway,
Saugatuck, MI 49453

Dear Mr. DeFranco & Members of the Township Board:

I am submitting an application to be considered for appointment to the Planning Commission.

My initial interest stems from living along the Lakeshore for more than 34 years and witnessing the impact of erosion on our shoreline combined with reckless development on some parcels that has had an adverse impact on this unique and sensitive environment. This led me to become involved with contributing ideas and organizing support for the new Lakeshore Overlay ordinance passed by the Commission and adopted by the Township Board to set reasonable standards to help preserve the lakeshore neighborhood.

I recognize that this reasoned, well-researched, thoughtful approach to zoning and planning is being applied by the Commission on a wide variety of issues throughout the Township. I admire the members' astute questions (without being confrontational), reasoned deliberations, consensus on issues, and respect that they share for each other as well as members of the community that come before the Commission. I have great respect and admiration for the current Commission members and their service, and I recognize that the work of the Commission is critically important to our community. My goal is not to replace any current member, but rather to offer a voice of reason and perspective that reflects the goals and values of the Township.

I thank you for your consideration and hope that I am able to contribute in some small way to improving our community while preserving what we all believe makes Saugatuck Township such a special place.

Douglas Manning
2566 Lakeshore Drive
Fennville, MI 49408
DouglasManning3@gmail.com
312-543-2700

NOTICE TO SAUGATUCK TOWNSHIP RESIDENTS

Saugatuck Township has openings on its **Planning Commission, Zoning Board of Appeals, and Zoning Board of Appeals Alternate.**

The following seats are open for appointment:

- **Planning Commission (2):** The Planning Commission seats (2) are for full 3-year terms with an effective start date of June 30, 2025. Individuals interested in applying for appointment should be willing to review and research issues and deliberate objectively in cooperation with other Board/Commission members. To serve in one of these positions, you must (1) be a resident of Saugatuck Township, (2) have time to attend monthly meetings, and (3) prepare as necessary.
- **Zoning Board of Appeals (2):** The Zoning Board of Appeals seats (2) are for full 3-year terms with an effective start date of June 30, 2025. Individuals interested in applying for appointment should be willing to research, review, and objectively deliberate in cooperation with other board/commission members. To serve in one of these positions, you must (1) be a resident of Saugatuck Township, (2) have time to attend monthly meetings, and (3) prepare as necessary.
- **Zoning Board of Appeals Alternate (1).** The Zoning Board of Appeals Alternate seat (1) is for a full 3-year term with an effective start date of June 30, 2025. Individuals interested in applying for appointment should be willing to research, review, and objectively deliberate in cooperation with other board/commission members. To serve in one of these positions, you must (1) be a resident of Saugatuck Township, (2) have time to attend monthly meetings, and (3) prepare as necessary.

Applicants must complete an **Application for Appointment**, which can be found at the Township Office or at www.saugatucktownshipmi.gov. Completed applications will be considered by the Township Board at a regularly scheduled meeting on June 11th, 2025. Applicants are encouraged to attend the meeting. Deadline to apply is **Friday, May 30th, 2025**. If you previously submitted an Application for Appointment and would like to be reconsidered for a position, please contact the Township Office at 269-857-7721 or ddefranco@saugatucktownshipmi.gov to let the office know your intention. Please contact the Township Office with any questions and/or to view the Township's adopted appointment policy.

POSTED: May 1, 2025



FROM: Daniel DeFranco, Township Manager

MEETING DATE: June 30, 2025

SUBJECT: MMRMA Insurance Proposal

DESCRIPTION:

For the Board's consideration is an insurance coverage proposal by the Michigan Municipal Risk Management Authority for Saugatuck Township. MMRMA is a public entity insurance pool that provides liability, property, and data breach coverage to governmental entities. By accepting the proposal, the Township would become a member of MMRMA and have access to the benefits of membership. MMRMA offers a range of services, including but not limited to:

- Risk Assessment and Mitigation Strategies
- Training and Education Programs
- Claims Management and Legal Support
- Property and Liability Insurance Coverage

In addition, MMRMA offers grants to support risk mitigation and distributes excess net assets to current renewing MMRMA members.

The Board should consider accepting the coverage proposal from MMRMA.

BUDGET ACTION REQUIRED:

\$26,101 included in the FY 2025-2026 Budget

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

Sample Motion:

“Move to approve the Michigan Municipal Risk Management Authority Coverage Proposal effective July 1, 2025 to July 1, 2026.”

Attached:

1. *MMRMA Insurance Coverage Document*

Introducing MMRMA



RISK

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

is a public entity pool that provides liability and property coverage to over 430 local government entities. Our membership includes cities, counties, townships, villages, health facilities, joint service authorities, courts, and other municipal agencies throughout Michigan.

SERVING MICHIGAN MUNICIPALITIES SINCE 1980

Benefits of Membership

MMRMA is member driven and member focused. Simply put, the efforts of our staff and service providers are dedicated exclusively to meeting the needs of the membership. For decades, MMRMA's programs and services have been recognized and awarded by the Public Risk Management Association (PRIMA) and other national pooling organizations, firmly establishing our reputation as a leader in public entity pooling.

Membership in MMRMA provides many outstanding benefits, including:

- Broad, occurrence-based municipal liability coverage
- Comprehensive property coverage
- Data breach and privacy liability coverage
- Cutting-edge risk control training and resources, best practices reviews, and other services
- Risk Avoidance Program (RAP) and Certification and Accreditation Program (CAP) grants for qualified projects with member matching funds

Leadership & Governance

MMRMA was created pursuant to the laws of the State of Michigan. Members enter into a Joint Powers Agreement (JPA), MMRMA's central governing document.

MMRMA is governed by a Board of Directors elected of and by the membership. The Executive Director, appointed by the Board of Directors, serves as chief executive officer and is responsible for the operations and functions of the organization.

Member employees assume active roles in MMRMA through their service on various committees, including advisory groups addressing these functional risk control areas: administration, corrections, fire & EMS, health facilities, law enforcement, parks & recreation, public services, and 911/telecommunications.

Member Services

MMRMA's regional and in-house risk managers work directly with members to coordinate renewals, disseminate coverage details and contribution costs, and provide other services on behalf of MMRMA.



Risk Control

One of MMRMA's hallmarks is a highly proactive approach to risk control. Specialized consultants and other risk control staff prepare model policies and procedures, develop and coordinate training opportunities, and assist members in identifying and mitigating loss exposures. Our innovative Risk Avoidance Program (RAP) provides grants to help fund our members' risk control initiatives. MMRMA has also introduced Certification and Accreditation Program (CAP) grants to assist members in pursuing key credentials.

Underwriting

MMRMA's underwriting department achieves its primary function – determining member contributions – using rating plans developed by consulting actuaries and approved by the Board of Directors. Their diligent work ensures adequate revenue and a consistent, equitable approach to pricing. The team studies exposure and loss data, evaluates hazards, and sets contribution amounts accordingly. Working closely with our risk managers, the underwriting staff develops coverage and pricing proposals for new and renewing members.

Claims

MMRMA's claims adjusters are experts in handling the specific types of claims facing governmental entities. Our team processes thousands of cases annually, working closely with legal professionals and members to provide outstanding service and the best possible outcomes.

Legal Guidance

Several Michigan law firms noted for their expertise in municipal exposures offer litigation services in all areas of municipal operations for MMRMA members. These firms provide legal defense via branch offices throughout the state.

Accounting & Finance

MMRMA's stellar finance team is experienced in accounting, insurance, and government. They maintain our accounting records in a scrupulous manner that fairly reflects the operating results and financial position of MMRMA. They also monitor and comply with a system of internal controls, ensuring that the organization meets or exceeds all applicable accounting rules, standards, and the compliance regulations of MMRMA's governing authorities.

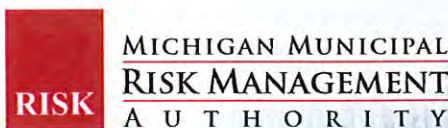
A Rich History

MMRMA was founded in 1980 as a joint purchasing arrangement by three municipalities. Their aim: to secure necessary insurance coverage at a reasonable price in a marketplace that was becoming increasingly unfriendly to public entities.

By the mid-1980s, commercial insurers either ceased to offer coverage to governmental entities or sharply increased their premiums. MMRMA responded in 1985 by assuming risk directly in order to offer its members the affordable, reliable coverage they still enjoy today.

Once the framework of the organization was in place, the next priority was to develop the necessary resources and capabilities for a sophisticated insurance organization. Initially, MMRMA relied upon contract service providers to execute its many operations. As MMRMA evolved, these functions were brought in-house, one by one: underwriting, claims administration, risk control, information services, and finance.

Today, MMRMA is a nationally recognized leader and the largest liability and property pool in Michigan. Our staff and service providers are steadfastly committed to serving the membership. Together, we will continue to excel as we face the ever-evolving landscape and challenges of municipal government.



www.mmrma.org

For more information, please contact:

Tim McClorey
Michigan Municipal Risk Management Authority
14001 Merriman Road, Livonia, MI 48154
Office: 734.513.0300
Toll Free: 800.243.1324
Cell: 248.310.0052

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	Saugatuck Township	Proposal No: Q000015200
Date of Original Membership:		
Proposal Effective Dates:	July 01, 2025 To July 01, 2026	
Member Representative:	Daniel DeFranco	Telephone #: (269) 857-7721
Regional Risk Manager:	Michigan Municipal Risk Management Authority	Telephone #: (734) 513-0300

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **Saugatuck Township** (hereinafter "Member") is eligible to be a Member of MMRMA. **Saugatuck Township** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

Saugatuck Township is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

Saugatuck Township is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **Saugatuck Township's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	State Pool Member
Vehicle Physical Damage	N/A	N/A
Fire/EMS Replacement Cost	N/A	N/A
Property and Crime	\$1,500 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **Saugatuck Township** is afforded all coverages provided by MMRMA, except as listed below:

1. Liability for Owned or Leased Motor Vehicles
2. Motor Vehicle Physical Damage
3. Sewage System Overflow
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

Saugatuck Township agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	5,000,000	N/A	N/A	N/A
2 Judicial Tenure	N/A	N/A	N/A	N/A
3 Sewage System Overflows	0	N/A	0	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	0	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	0	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	0	N/A	N/A	N/A
8 Michigan No-Fault	0	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	4,030,889	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	2,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Dam/Dam Structures/Lake Level Controls	0	N/A	N/A	N/A
13 Transformers	2,500,000	N/A	N/A	N/A
14 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15 Marine Property	1,000,000	N/A	N/A	N/A
16 Other Covered Property	20,000	N/A	N/A	N/A
17 Income and Extra Expense	5,000,000	N/A	N/A	N/A
18 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19 Faithful Performance	Per Statute	N/A	N/A	N/A
20 Earthquake	5,000,000	N/A	5,000,000	100,000,000
21 Flood	5,000,000	N/A	5,000,000	100,000,000
22 Terrorism	50,000,000	50,000,000	N/A	N/A

Table III

Network and Information Security Liability, Media Injury Liability, Network Security Loss, Breach Mitigation Expense, PCI Assessments, Social Engineering Loss, Reward Coverage, Telecommunications Fraud Reimbursement, Extortion.				
	Limits of Coverage Per Occurrence/Claim	Deductible Per Occurrence/Claim		Retroactive Date
	\$2,000,000			
Coverage A Network and Information Security Liability: Regulatory Fines:	Each Claim Included in limit above Each Claim Included in limit above	\$25,000	Each Claim	7/1/2025
Coverage B Media Injury Liability	Each Claim Included in limit above	\$25,000	Each Claim	7/1/2025
Coverage C Network Security Loss Network Security Business Interruption Loss:	Each Unauthorized Access Included in limit above Each Business Interruption Loss Included in limit above	\$25,000	Each Unauthorized Access Retention Period of 72 hours of Business Interruption Loss	Occurrence
Coverage D Breach Mitigation Expense:	Each Unintentional Data Compromise Included in limit above	\$25,000	Each Unintentional Data Compromise	Occurrence
Coverage E PCI Assessments:	Each Payment Card Breach \$1,000,000 Occ./\$1,000,000 Agg. Included in limit above	\$25,000	Each Payment Card Breach	Occurrence
Coverage F Social Engineering Loss:	Each Social Engineering Incident \$100,000 Occ./\$100,000 Agg. Included in limit above	\$25,000	Each Social Engineering Incident	Occurrence
Coverage G Reward Coverage	Maximum of 50% of the Covered Claim or Loss; up to \$25,000 Included in Limit above		Not Applicable	Occurrence
Coverage H Telecommunications Fraud Reimbursement	\$25,000 Included in limit above		Not Applicable	Occurrence
Coverage I Extortion Coverage	Each Claim Included in limit above	\$25,000	Each Extortion Loss	Occurrence

Annual Aggregate Limit of Liability

Each Member Aggregate	All Members Aggregate
\$2,000,000	\$17,500,000

The Each Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$2,000,000 per Member for all Subjects of Coverage in any Coverage Period, regardless of the number of coverage events.

The All Member Aggregate Limit of Liability for the combined total of all coverage payments of MMRMA and MCCRMA shall not exceed \$17,500,000 for All Members for all Subjects of Coverage in any Coverage Period, regardless of the number of Members or the number of coverage events.

It is the intent of MMRMA that the coverage afforded under the Subjects of Coverage be mutually exclusive. If however, it is determined that more than one Subject of Coverage applies to one coverage event ensuing from a common nexus of fact, circumstance, situation, event, transaction, or cause, then the largest of the applicable Deductibles for the Subjects of Coverage will apply.

D. Contribution for MMRMA Participation

Saugatuck Township

Period: July 01, 2025

To July 01, 2026

Coverages per Member Coverage Overview:

\$26,101

TOTAL ANNUAL CONTRIBUTIONS:

\$26,101

E. List of Addenda

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

Proposal No:

Saugatuck Township

Q000015200

MMRMA

Member Representative



MMRMA Representative

Date

6-18-2025

Date

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Saugatuck Township
 QUOTE NUMBER Q000015200
 QUOTE PROPERTY LIST REPORT
 EFFECTIVE DATES 7/1/2025 To 7/1/2026

Location Address		Location Description		
1.	3461 Blue Star Hwy, Saugatuck, MI 49453--	Township Hall		
	Building Description	Building Value	Contents Value	Total Value
	Township Hall	\$2,725,000	\$157,500	\$2,882,500
Location Totals		\$2,725,000	\$157,500	\$2,882,500

Location Address		Location Description		
2.	Corner of Blue Star Hwy & Clearbrook, Saugatuck, MI 49453--	Garage and Storage Building		
	Building Description	Building Value	Contents Value	Total Value
	Garage	\$67,358	\$17,634	\$84,992
	Storage Building	\$35,992	\$0	\$35,992
Location Totals		\$103,350	\$17,634	\$120,984

Location Address		Location Description		
3.	130th Ave & 66th St, Saugatuck, MI 49453--	Storage Building		
	Building Description	Building Value	Contents Value	Total Value
	Storage Building	\$9,771	\$17,634	\$27,405
Location Totals		\$9,771	\$17,634	\$27,405

Grand Totals			
Building Value	Contents Value	Total Value	
\$2,838,121	\$192,768	\$3,030,889	

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Member: Saugatuck Township

QUOTE NUMBER Q000015200

QUOTE STRUCTURES OTHER THAN A BUILDING (SOTB) LIST REPORT

EFFECTIVE DATES 7/1/2025 To 7/1/2026

Location / Description	Value
6359 134th Ave - Fencing	\$50,154
Blue Star Hwy Trails -Pedestrian Bridges- 451' Boardwalk	\$226,564
Blue Star Hwy Trails -Pedestrian Bridges- 140' Boardwalk	\$70,330

Grand Totals

Total Value
\$347,048



RISK

MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

JOINT POWERS AGREEMENT

DECEMBER 2008

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

DECEMBER 2008

This Agreement is entered into pursuant to the provisions of MCL, 124.1 et. seq., as amended.

WHEREAS, the public interest requires and it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of risk management and risk financing for municipal operations and to accomplish the purposes hereinafter set forth; and

WHEREAS, each of the municipal corporations which is a party to this Agreement has the legal power to establish and operate individually a program of risk management and self-insurance; and

WHEREAS, Section 28 of Article 7 of the Constitution of the State of Michigan authorizes local units of government to contract with each other for the joint administration of any functions or powers which each would have the power to perform separately; and

WHEREAS, MCL, 124.1 et. seq., as amended, authorizes local units of government to contract jointly to undertake cooperative programs and services, including providing risk management and self-insurance coverages; and

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purposes of creating self-insured reserves against losses, providing reinsurance and other insurance, providing administrative services, conducting a comprehensive cooperative program of risk management and risk financing and other joint or cost sharing programs for the mutual benefit of the parties.

WHEREAS, MCL 124.6 states that any self-insurance group organized under MCL 124.1 et. seq. is not an insurance company or insurer under the laws of the State of Michigan; and

NOW THEREFORE, for and in the consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this Agreement by the participating municipal corporations which are parties hereto, each of the parties does agree as follows:

ARTICLE 1 CREATION OF AGENCY

Section 1 - Name, Address There is hereby created a separate legal and administrative entity as provided by law, the full legal name of which shall be the Michigan Municipal Risk Management Authority and which may be herein referred to as MMRMA. The business address of MMRMA shall be within the State of Michigan and established from time to time by the Board.

Section 2 - Powers MMRMA shall have the power to establish and operate programs of cost savings and risk management services and provide related coverages for the benefit of its Member municipal corporations. By this Agreement the parties agree to provide for and pay the costs of the risk management and risk financing services, and related coverages, to make contributions to MMRMA as provided by this Agreement, and to maintain active and effective programs of risk management and loss prevention.

ARTICLE 2 PURPOSES

Section 1 - Purposes - The purposes of the Michigan Municipal Risk Management Authority are:

- a. To provide cooperative and comprehensive risk management and self insurance programs;
- b. To prevent or lessen the frequency and severity of losses occurring in the operation of Member municipal functions;
- c. To defend and/or indemnify its Members, in accordance with this Agreement, administrative rules, Coverage Documents, and Coverage Overviews;
- d. To provide claims administration, legal defense, and related general administrative services to Members; and
- e. To establish procedures whereby additional qualifying Members may be added to this Agreement and establish mechanisms whereby additional and/or alternative programs and services may be developed for the benefit of the Members.

ARTICLE 3 LIMITATION OF MEMBER LIABILITY; NONWAIVER OF IMMUNITY

Section 1 – Limitations - Except to the extent of the financial contributions of Members to MMRMA agreed to herein, no Member agrees or contracts to be held responsible for any claims in tort or contract made against any other Member. MMRMA is established as an authority for joint purchasing, risk management and risk financing only within the scope set out. The Members do not specifically herein create, between or among the Members, any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MMRMA satisfies such obligation or responsibility.

Section 2 - Nonwaiver of Immunity - This Agreement is not intended to, nor does it waive, nor shall it be construed as waiving in any way whatsoever, any immunity provided to the Members or their officers or employees by any Federal, State or local law, ordinance or custom.

ARTICLE 4 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings hereafter set out:

- a. "Agreement" means this Agreement entered into by Members.
- b. "Board" means the Board of Directors of the Michigan Municipal Risk Management Authority created by this Agreement.
- c. "Coverage Documents" means documents that describe the specific subjects of coverage provided to MMRMA Members, including terms, conditions and exclusions.
- d. "Coverage Overview" means a customized document provided to each Member for each Coverage Year or coverage period that includes, but is not limited to, a list of specific types of coverage provided, coverage effective date and time, coverage expiration date and time, coverage limits, coverage sub-limits, applicable deductibles and/or self insured retention, special endorsements, special terms and conditions, and special exclusions.
- e. "Coverage Year" means a twelve (12) month coverage period as designated by the Board.
- f. "Fiscal Year" means a twelve (12) month fiscal period as designated by the Board.
- g. "General Fund" means funds contributed by Members and used to pay losses, legal fees, and administrative, risk management, reinsurance, debt or other necessary expenses of MMRMA and obligations of Members as required by this Agreement.
- h. "Member" means a municipal corporation as defined by MCL 124.1 et. seq., as amended which is eligible and qualified for MMRMA membership pursuant to Article 6, Section 1 and which has entered into this Agreement. Member also includes any entity or individual as defined in the Coverage Documents for defense and indemnity only as stated in the Coverage Documents.
- i. "Member Representative" means an officer or a full-time employee of the Member designated by the Member as the official contact for MMRMA matters.
- j. "Member Retention Fund" means funds deposited to finance those obligations that are the responsibility of Individual Members or a Pool, including retained losses, legal fees and other expenses.
- k. "Members' Funds on Deposit" means funds deposited and held by MMRMA in the Member Retention Fund on behalf of Individual Members.
- l. "Pool Loss Fund" means funds deposited and held by MMRMA in the Member Retention Fund on behalf of a Pool.
- m. "Membership Class" means levels or types of membership within MMRMA with differing Member rights, privileges or obligations.
- n. "MMRMA" means the Michigan Municipal Risk Management Authority established by this Agreement.
- o. "Officer" means an elected official; an appointed official at least of the department head rank of a Member municipal corporation; a position defined by State law, local charter or ordinance as an officer; an individual certified by the governing body of a Member municipal corporation as serving or acting as an officer of that corporation.

- p. "Pool" means a group of Members that collectively share certain risks and operate pursuant to rules, regulations and restrictions established by the Board.

ARTICLE 5 MMRMA POWERS

Section 1 - The powers of MMRMA to perform and accomplish the purposes set forth in this Agreement shall be as follows:

- a. To establish and implement educational, technical assistance and other programs relating to risk management;
- b. To establish reasonable and necessary risk reduction procedures to be followed by Members;
- c. To provide or contract for risk management and claims adjustment services including legal defense;
- d. To settle claims;
- e. To employ agents, employees and independent contractors;
- f. To hold or dispose of real and personal property;
- g. To invest funds as authorized by State law;
- h. To assume, cede and sell risk;
- i. To borrow money, contract debts and pledge assets in the name of MMRMA;
- j. To sue and be sued;
- k. To enter into contracts;
- l. To provide all coverages to Members permitted by State law and, within prudent business and industry standards, determine deductible and retention levels for each Member and the amount of risk to be retained and the amount of risk to be transferred to others;
- m. To purchase or provide fidelity bond coverage for officers, directors and employees of MMRMA;
- n. To be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;
- o. To establish other joint programs and services.
- p. To perform such other activities as are necessary, expedient, implied, or desirable to carry out the purposes of MMRMA.

ARTICLE 6 MEMBERSHIP

Section 1 - Eligibility - Membership in the Michigan Municipal Risk Management Authority shall be limited to municipal corporations, authorized by statute, which have entered into this Agreement. New Members are admitted by the Executive Director in accordance with

underwriting policies and rating plans approved by the Board. The Executive Director shall report new Members to the Board, Membership Committee and Pool Committee. The Executive Director may impose such conditions on membership or coverage as he/she deems appropriate to protect the interests of MMRMA.

Section 2 - Withdrawal from Membership - Any Member may withdraw from MMRMA at the end of any Coverage Year by giving at least ninety (90) days notice, in writing to the Executive Director. The withdrawing Member shall be responsible for all obligations after the date of withdrawal that are applicable to the term of membership. Any withdrawing Member shall continue to be subject to all MMRMA Rules and administrative procedures pertaining to Members. Withdrawing Members shall forfeit all rights to any MMRMA assets after withdrawal from membership.

Section 3 - Termination of Membership, Notice, Hearing - The Executive Director, with concurrence of the Board, may terminate any MMRMA membership if the Member fails to comply with the provisions of this Agreement including, but not limited to the Obligations of Members in Article 7, MMRMA policies, rules, procedures. Membership may also be terminated by the Executive Director for any one or more of the following reasons:

- a. Filing a false claim or report;
- b. Any action or inaction which impairs the ability of MMRMA to carry out its purposes and powers;
- c. Adverse loss experience or anticipated adverse loss experience; and
- d. Other reasons which the Executive Director in his/her discretion determines to be in the best interest of MMRMA.

No Member may be terminated except after written notice from the Executive Director stating the reason(s) for termination. The Member shall be afforded a reasonable opportunity of not less than thirty (30) days following such notice to cure the stated deficiencies. Termination shall take place effective (30) thirty days after the Executive Director determines that the Member has failed to cure the stated deficiencies. The Member may request a hearing pursuant to Article 8, Section 14 of this Agreement. Decisions of the Board that results in Member termination after notice and hearing shall be final and shall take effect thirty (30) days after the decision to terminate is affirmed by the Board. All former Members shall have continuing obligations as detailed in Article 6, Section 2 of this Agreement.

The Executive Director shall report any membership terminations to the Membership Committee, and Pool Committee.

Section 4 - Classes of Membership - MMRMA provides for the following classes of membership:

- a. Individual Members - This class of Members shall include municipal corporations, authorized by statute, that are approved for membership in accordance with Article 6, Section 1 of this Agreement, and maintain a separate self-insured retention.
- b. Pool Members - This class of Members shall include municipal corporations, authorized by statute, that are approved for membership in accordance with Article 6, Section 1 of this Agreement, and have joined with other Members in a Pool.
- c. Affiliated Member - This class of Members includes entities other than the Michigan Municipal Risk Management Authority, created pursuant to MCL 124.1 et. seq., as amended, which have contracted with MMRMA for certain programs or services.

- d. Other classes as may be created by the Board.

ARTICLE 7 OBLIGATIONS OF MEMBERS

Section 1 - Obligations - The obligations of Members shall be as follows:

- a. To designate in writing, by the governing body a Member Representative. MMRMA shall not be required to contact any other individual except the Member Representative. All notices or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MMRMA.
- b. To pay all contributions or other payments to MMRMA at such times and in such amounts as shall be established by the Board pursuant to this Agreement.
- c. To allow MMRMA and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the purposes of MMRMA.
- d. To report to MMRMA as promptly as possible all incidents or occurrences that could reasonably and possibly be expected to result in a claim against the Member, its agents, officers or employees or for other losses to municipal property, within the scope of loss coverage provided by MMRMA;
- e. To cooperate fully with MMRMA claims adjusters, agents, employees and attorneys selected by MMRMA in activities relating to the purposes and power of MMRMA; all claims and litigation shall be reported promptly to MMRMA.
- f. To allow MMRMA and attorneys selected by MMRMA to represent the Member in the investigation, settlement and litigation of any claim against the Member within the scope of coverages provided by MMRMA.
- g. To follow risk management practices and risk control recommendations required by MMRMA.
- h. To promptly report to MMRMA the addition of new programs and facilities or the reduction or expansion of existing operations and facilities or other acts which could reasonably be expected to affect the Member's loss experiences or create potential risks.
- i. To promptly provide MMRMA all requested information needed for determining Member loss exposures.
- j. To follow and adhere to all terms and conditions of this Agreement, Coverage Documents, and all MMRMA policies, rules and procedures.

ARTICLE 8 BOARD OF DIRECTORS

Section 1 - Creation, Powers - There is hereby created a MMRMA Board of Directors which shall be empowered to oversee all affairs of MMRMA and do all things necessary for the furtherance of the purposes of MMRMA. The Board shall exercise all of the corporate powers of MMRMA including but not limited to those contained in Article 5 of this Agreement.

Section 2 - Size, Election, Qualifications - The Board shall include ten (10) elected directors. The Board shall adopt procedures for the election of members of the Board provided that the Board shall:

- a. Have nine members elected by the Individual Members from their membership, provided that each Individual Member shall be entitled to one vote;
- b. Have one member elected by the Pool Members from their membership, provided that each Pool Member shall be entitled to one vote;
- c. Serve four year, staggered terms; and
- d. Assume office on January 1, following election.

Board members shall be elected or appointed Officers of Member municipal corporations.

Section 3 – Removal

- a. The Board shall remove any Board member upon conviction, guilty plea, or *nolo contendere* plea of the Board member to any felony or to any misdemeanor containing an element of theft, dishonesty or false statement.
- b. Members of the Board who fail to attend three regular Board meetings in a calendar year may, at the discretion of the Board be subject to removal by the Board.
- c. Members of the Board elected by Individual Members or appointed by the Board may be removed by a two-thirds (2/3) vote of the Individual Member representatives. The member of the Board elected by Pool Members may be removed by a two thirds (2/3) vote of the Pool Member Representatives.
- d. The Board may adopt policies and procedures for the removal of Board members that are not in conflict with this Agreement.

Section 4 - Vacancies - The Board, by majority vote, shall appoint qualified individuals to fill vacancies on the Board for any unfulfilled term.

Section 5 - Voting - Each member of the Board shall be entitled to one (1) vote. There shall be no proxy voting. All motions shall be carried by a simple majority unless otherwise provided by this Agreement.

Section 6 - Quorum - Six (6) members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 7 - Manner of Acting - The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless a greater number is required by this Agreement.

Section 8 - Compensation - The Board shall determine what compensation, if any, Board members shall receive. Board members shall have their reasonable and necessary expenses paid by MMRMA.

Section 9 - Meetings - The Board shall meet, in regular session, at least two times annually at a time and place to be announced by the Board. At regular Board meetings any item of business may be considered. Special meetings of the Board may be called by a majority of the membership of the Board or the Board Chair. Special meetings business shall be strictly limited to agenda items. All meetings shall be conducted in accordance with the current edition of

Robert's Rules of Order and relevant State law, provided that the Board may establish meeting rules that are designed to meet MMRMA's unique needs.

Section 10 - Board Officers - Each year, at the first Board meeting following January 1, the Board shall elect from its membership a Chair, Vice-Chair, and Secretary, as officers of MMRMA. These officers shall serve until their successors are elected and qualified. The Chair shall preside at all Board meetings and, with the advice and consent of the Board, appoint committee members and act as spokesperson for MMRMA. The Vice Chair shall so act in the Chair's absence. The Secretary shall serve as corporate secretary.

Section 11 - Committees - The Board may establish advisory and technical committees as deemed necessary or expedient, provided that committee membership, duties and compensation, if any, shall be determined by the Board. The Chair shall, with the advice and consent of the Board, appoint all committee Members and no term shall exceed four years.

Section 12 - MMRMA Policies, Rules and Procedures - The Board shall adopt policies, rules and procedures not in conflict with this Agreement that are necessary for the operation and functioning of MMRMA. All Members, contractors, attorneys and other service providers shall be subject to and adhere to such policies, rules and procedures.

Section 13 - Pools, Affiliate Members - The Board shall establish policies, rules and procedures pertaining to Pools and may enter into contracts with Affiliated Members.

Section 14 - Resolving Member Disputes - The Board shall have ultimate responsibility for resolving Member disputes regarding but not limited to this Agreement, coverage issues, policies, rules, guidelines, administrative procedures, membership status, sanctions, and other Member obligations, rights and privileges. A Member may request a hearing regarding a dispute. Such requests must be in writing. Upon receipt of a request for hearing, the date, time and procedure for the hearing shall be set by the Executive Director. Notice of any action taken by the Board shall be served to the Member by mail. All actions of the Board shall be final and binding on both the Member and MMRMA.

ARTICLE 9 EXECUTIVE DIRECTOR

Section 1 - Appointment, Authority - There is hereby created the position of Executive Director, an officer of MMRMA. The Board shall appoint and establish the compensation of the Executive Director. The Executive Director shall be MMRMA's chief executive officer and shall be responsible to the Board for the proper administration and conduct of all affairs, programs and services offered by MMRMA. All agents, employees and independent contractors shall report to the Board through the Executive Director and shall be supervised by the Executive Director. The Executive Director is authorized to settle all cases involving the coverages provided by MMRMA. The Executive Director shall prepare and submit to the Board for consideration prior to the start of the Fiscal Year, a recommended budget for the forthcoming Fiscal Year. The Executive Director shall attest to all official records, sign contracts, select, appoint, and supervise all employees, and do all other things customary to this position. The Executive Director shall be a member of all standing and special committees and shall be entitled to attend all Board and Committee meetings with a right to speak but not to vote on issues.

ARTICLE 10 ASSETS, INVESTMENTS

Section 1 - MMRMA Funds - To the extent required by law, all monies, including interest, contributed by Members to MMRMA are subject to relevant State law and regulations pertaining to group self-insurance pools.

Section 2 - Investments - In accordance with MCL 124.11 MMRMA assets shall be invested in those securities and investments permitted for insurers in the State of Michigan under the insurance code of 1956, Act No. 218 of the Public Acts of 1956, as amended.

ARTICLE 11 FUNDS, MEMBER CONTRIBUTIONS

Section 1 - Funding - MMRMA shall be financed by contributions from its Members. The Board shall adopt policies to determine when contributions are due and may impose charges for late payments.

Section 2 - Underwriting Policies - Contributions paid by Members shall be based upon underwriting policies and rating plans adopted by the Board.

Section 3 - Annual Budget - The Board shall adopt an annual budget in a form and manner to be determined by the Board. If, at any time, in the opinion of the Board, MMRMA's assets are insufficient to meet anticipated obligations, the Board shall immediately develop a financial plan to restore MMRMA's financial integrity.

Section 4 - MMRMA Funds Allocation - Member contributions are allocated to two funds:

- a. **Retention Fund** - The Retention Fund is used to finance obligations that are the responsibility of Individual Members or a Pool including retained losses, legal fees, and other expenses. Members' Funds on Deposit and the Pool Loss Fund reside in the Retention Fund.
- b. **General Fund** - The General Fund is used to finance losses, legal fees, and administrative, risk management, reinsurance, debt or other necessary expenses of MMRMA and obligations of Members as required by this Agreement. MMRMA shall establish reserves based on actuarial principles for General Fund incurred losses, both reported and unreported. Such reserves shall be held in the General Fund.

Section 5 - Members' Funds on Deposit - The Board shall adopt policies that establish the minimum amount of funds each Individual Member shall maintain on deposit with MMRMA. Members' Funds on Deposit shall be used to pay losses, allocated loss adjustment expenses, and other expenses that are an obligation of the Member. MMRMA shall invest any Members' Funds on Deposit in a prudent manner and in accordance with relevant State law. Investment earnings shall be credited in a timely and appropriate manner to each Individual Member's account. The Board shall establish guidelines concerning the appropriate amount that each Member shall hold on deposit to pay future losses, both reported and unreported.

Section 6 - Pool Loss Fund - The Board shall adopt policies, rules and procedures that establish the minimum amount of funds the Pool shall maintain in the Retention Fund. The Pool Loss Fund shall be used to pay losses, allocated loss adjustment costs, and other expenses that are the obligation of a Pool. MMRMA shall invest the Pool Loss Funds in a prudent manner and in accordance with relevant State law. Investment earnings shall be credited in a timely and appropriate manner to the Pool Loss Fund. The Board shall establish policies concerning the appropriate amount that a Pool shall maintain in the Retentions Funds to pay future losses, both reported and unreported.

Section 7 - Stop Loss Fund - The Board may fund and establish policies and regulations for an internal stop loss program for losses retained by Members.

Section 8 - Supplemental Contribution - It is the intent of MMRMA to fund, in an appropriate and timely manner, its annual and future obligations without the use of supplementary contributions. However, supplementary contributions may be required by the Board, but only if

administrative and financial obligations should be incurred that were not otherwise anticipated or accounted for in the annual Member contributions.

Section 9 - Reinsurance and Excess Insurance - MMRMA shall obtain reinsurance or excess insurance or participate in other risk transfer mechanisms to protect the General Fund.

Section 10 - Audit - The Board shall select a qualified certified public accounting firm to audit MMRMA on an annual basis. The audit shall be available to all Members and to others as required by State law.

ARTICLE 12 COVERAGES AND COVERAGE DOCUMENTS

Section 1 - Coverages - It is the intent of MMRMA to provide coverages detailed in separate documents. The fact that MMRMA may not, at any one time, offer all coverages authorized by law, shall not act to deter MMRMA from offering such coverages in the future. MMRMA may issue coverage documents to Members that reflect the unique needs of Members and MMRMA. All coverages by MMRMA shall be considered excess only and not primary or contributory when the Member has valid and collectable insurance or other similar protection against a loss covered by MMRMA.

Section 2 - Coverage Documents - The Board shall approve the basic Coverage Documents that shall specify the terms and conditions of the coverages offered by MMRMA. Said coverage documents may be modified to meet specific Member or MMRMA needs. Such coverage documents shall be subject to all of the terms and conditions of this Agreement and MMRMA policies, rules, and procedures. In case of any conflict between the coverage documents and this Agreement or MMRMA policies, rules and procedures, this Agreement and/or MMRMA policies, rules and procedures shall be controlling.

Section 3 - Coverage Issues and Appeals - The Executive Director shall decide all questions of coverage in specific cases. The Member may appeal the Executive Director's decision to the Board in accordance with Article 8, Section 14 of this Agreement.

ARTICLE 13 MEMBER PARTICIPATION IN SETTLEMENTS, MEMBER PRIVILEGE

Section 1 - Member Participation - To the extent possible, MMRMA, its agents, officers, employees and attorneys selected by MMRMA shall keep the Member and MMRMA informed of the status of any claim or case involving the Member including the progress of all settlement negotiations and settlement offers.

Section 2 - Member Privilege - The Board shall establish a policy which controls the settlement of property and liability cases or claims providing that the Member may reject recommended settlements. When a Member exercises this privilege, the Member then shall be responsible for all damages, expenses, or costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

ARTICLE 14 LIABILITY OF BOARD MEMBERS, OFFICERS AND EMPLOYEES

Section 1 - Liability - Board members, officers and employees of MMRMA shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. They shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith or for any action taken or omitted by any agent,

employee or independent contractor who was selected with reasonable care. No Board member shall be liable for any actions taken or not taken by any Member or other Board members.

Section 2 - Bond, Defense - MMRMA may provide for a bond or other security to guarantee the faithful performance by each Board member, officer and employee. The Michigan Municipal Risk Management Authority shall hold harmless and defend and indemnify current and past Board members, officers or employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MMRMA. Any available insurance shall be primary to any obligation of MMRMA.

ARTICLE 15 CONTRACTUAL OBLIGATIONS

Section 1 - Contract - This Agreement, when approved by the governing body and signed by the Member Representative or other proper official, shall be an intergovernmental contract among the Members.

Section 2 - Venue - The Member agrees that all legal actions against MMRMA shall be brought only in the County where the principal offices of MMRMA are located.

Section 3 - Severability - In the event that any article, provision, clause or other part this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability with respect to any other article, provision, clause, application or occurrence. This Agreement is expressly declared to be severable.

Section 4 - Amendments - This Agreement may be amended by approval of three-fourths (3/4) of the members elect of the Board.

ARTICLE 16 DURATION, DISSOLUTION

Section 1 - Duration - This Agreement, when accepted by the Member and MMRMA, shall remain in effect until canceled, modified, or amended by the parties provided that the Coverage Documents and Coverage Overview may be modified or amended without the need to modify or amend this Agreement. Any withdrawing Member shall continue to be subject to all MMRMA policies, rules and procedures pertaining to Members. Withdrawing Members shall forfeit all rights to any MMRMA assets after withdrawal from Membership.

Section 2 - Dissolution - While it is the intent to establish the Michigan Municipal Risk Management Authority in perpetuity, this Agreement may be terminated on July 1 of any year by a vote of two-thirds (2/3) of the entire Member Representatives. This Agreement may also be terminated in the manner provided by law. If for whatever reason this Agreement is terminated, the Board of Directors shall be responsible for taking all actions necessary to complete MMRMA's dissolution. Remaining MMRMA assets, after the payment of all obligations and the establishment of necessary reserves, shall be distributed to the Members in accordance with policies adopted by the Board.

ACCEPTANCE

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of this Agreement.

Accepted:

MEMBER

Member Name

Signed:

Print Name

Title

Date

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Michael L. Rhyner, Executive Director

Date



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

**RISK AVOIDANCE PROGRAM
&
CERTIFICATION AND ACCREDITATION PROGRAM
GUIDELINES**

Effective: December 1, 2024

Revised: November 13, 2024

Michigan Municipal Risk Management Authority
Risk Avoidance Program and Certification and Accreditation Program
Guidelines

Section 1. Purpose and Scope

These guidelines set forth the procedures, rules, and other criteria used to administer grants provided to members of Michigan Municipal Risk Management Authority (MMRMA). The success of MMRMA depends heavily upon an effective partnership with its members. To encourage partnership, MMRMA has created the Risk Avoidance Program (RAP) and Certification and Accreditation Program (CAP).

Established in 1997, the Risk Avoidance Program (RAP) is designed to increase members' awareness of loss control measures and to encourage innovation in loss control programs. In 2016, the Certification and Accreditation Program (CAP) was added to support professional certification and accreditation programs.

The purpose of the RAP and CAP programs are to:

- A. Advance member retention.
- B. Encourage members to develop formal risk management programs within their organizations. Foster utilization of the grant program as an effective risk management tool by all members (following the first year of continuous membership).
- C. Link Risk Control recommendations and guidance to the awarding of grants. As subject matter experts in their respective public entity fields, MMRMA risk control consultants have unique expertise to share with members and the Membership Committee. The recommendations of risk control consultants or other staff with similar expertise should be given considerable deliberation when determining grant awards.
- D. Link awarding of grants to claims experience with claims frequency being of equal concern as compared to claims severity. Grant applications that address MMRMA's highest risk exposures, exposures that will be evaluated on an ongoing basis, are those most likely to receive funding. Currently, high exposure risks relate to law enforcement and corrections operations, data breach, property loss and damage, and employment.
- E. Promote fairness in the application of the grants program, i.e., a risk avoidance project funded for one member is indicative of grant funding to be awarded to other members who apply seeking funds (amount of funding may vary depending upon member contributions, scope of project, etc.), to develop similar or like projects, provided the application is clear and thorough, and grant funds remain available.

Section 2. Eligibility for Grants

- A. All Individual and State Pool Members of MMRMA are eligible to submit grant applications following the first year of continuous membership.
- B. Should an Individual or State Pool member terminate its MMRMA membership and subsequently return, that member is immediately eligible to submit grant applications upon formal membership reinstatement.
- C. Should an Individual or State Pool Member provide a provisional ninety (90) day Notice of Termination pursuant to the Joint Powers Agreement, no new grant applications will be considered during the ninety-day period. However, any grants awarded prior to the Notice of Termination will be honored.
- D. Any Individual or State Pool Member that terminates its membership shall have no right to grant funds and any grants awarded and not disbursed prior to termination are cancelled.

Section 3. Grant Types

A. Standard RAP Grants

Standard RAP Grants are a set of specific grants that address significant ongoing loss exposures hazards. It has been determined that these recurrent grants have a substantial impact in reducing or avoiding loss. These grants, that often begin with the submission of a grant request from a member to fund an innovative project, typically involve supporting the purchase of certain equipment or devices that, when deployed, will help avoid or mitigate loss. Standard grants also support specific education or training programs. Claim history and loss exposures are periodically analyzed in relationship to the various Standard Grants to make certain the grants continue to be relevant. Standard Grants are awarded using specific cost sharing formulas developed for each grant. In addition, dollar aggregate limits and member limits are included for certain grants to make grant funding available to a broader cross section of the membership. Cost sharing also fosters stronger member commitment to the program. The total number of Standard Grants awarded is limited by the overall RAP budget provided by the Board of Directors. Appendix A includes the current list of Standard RAP Grants along with the funding formulas and cost sharing requirements.

B. CAP Grants

Certification and Accreditation Grants support programs for professional education, training, and formal recognition through a structured accreditation or certification program. These programs are typically offered through independent professional service organizations or government agencies. Certification and accreditation involve advanced education including training curricula and exams based on criteria and standards for industry best practices. It is believed that achieving accreditation reflects member commitment that will, in turn, reduce claims. Appendix B includes the current list of eligible certification and accreditation programs along with the funding formulas and cost sharing requirements.

C. Other RAP Grants – Non-Standard or “New Project” Grants

Members are encouraged to submit other grant applications for programs or projects to reduce the frequency and severity of loss. Consideration of these grant applications is based on the criteria described in Section 5 below. Grant applications in this category may reflect the use of cutting-edge technology or innovative programs not yet in mainstream or significant use across the membership.

Section 4. Roles and Responsibilities

A. MMRMA Members

Members submit grant applications to the Membership Services Department. The applications are prepared in accordance with these guidelines using the attached forms and procedures. Applications must be signed by the member entity's official Member Representative, the individual designated as the entity's primary route for official communications between the member entity and MMRMA.

B. Board of Directors

The Board of Directors sets policy governing the RAP and CAP Grants Program.

C. Risk Managers

The Risk Managers actively promote the grant program with current and prospective new members. They also provide suggestions for grant applications based on the exposures, hazards, and related data gathered as part of the annual membership renewal process.

D. Risk Control Advisory Committees

The Risk Control Advisory Committees identify potential projects for grant funding based on the knowledge of individual committee members and because of the programs and activities carried out by the committees in their various fields of expertise.

E. MMRMA Membership Services Department

1. The Risk Control Consultants provide information to members concerning potential grant funding to address issues identified in field visits, best practices reviews, and risk control recommendations. The consultants are available to assist members in preparing grant applications.
2. The Membership Services Department administers the grants program and establishes a schedule and sets deadlines for the submission of grant applications. The department receives grant applications and screens the material for completeness and alerts the members to any omissions or additional required information. The applications are forwarded to the Membership Committee for consideration.

F. Membership Committee

1. The Membership Committee administers the grant program in compliance with Board policy and pursuant to the budget provided by the Board of Directors.
2. The committee prepares and implements grant guidelines, application forms, and related procedures.
3. The committee establishes criteria for evaluating applications and acts to approve or deny applications in accordance with those criteria.
4. The committee meets to consider grant applications on a quarterly basis each year (March, May, August, and November).

Section 5. Grant Selection Criteria and Considerations

Grant applications will clearly identify a specific risk management problem or set of related problems and clearly articulate how grant funding will achieve a reduction of the identified high liability risk. The project's plan of action must have a high probability of solving the problem(s):

- A. Claims/loss data, statistics or other available data affirming the severity or extent of the problem(s) will enhance the possibility of grant approval.
- B. Project-incorporates best or better practices generally known to address both frequency and severity to solve the problem or greatly reduce the risk of serious claims occurring following implementation.
- C. Projects that offer a unique or innovative approach to risk control. Attention will be given to projects that:
 1. Address new and emerging loss exposures.
 2. Use new or advanced technology to address risk control issues.
 3. Involve a partnership between members.
 4. Involve members that are sharing in the funding of the project with other MMRMA Members or independent organizations.
- D. Targeted by the Board/Risk Control as a service area experiencing higher losses, i.e., medical care facilities or jails, and with a Board-designated level of aggregate grant funding available to members who apply for funding to address the designated risk.
- E. Are based on recommendations of Risk Control Consultants following loss control site visits or claims follow-up identifying high frequency high exposures, high frequency/low exposure, or low frequency/high exposure claims.
- F. The budget for the project and time to complete the projects must be noted in the grant application and reflect realistic goals that can be accomplished within six (6) months from the award of grant funding. MMRMA considers a project complete at the time that payment is issued and/or on the date indicated on a certificate of completion or equivalent document. Please contact MMRMA directly if you are experiencing vendor and/or shipping delays that impact this timeline. **Funding consideration will be limited to projects completed six (6) months prior to the date of application (retroactive funding). Funding that is approved will be made available for six (6) months following the date of approval.**

- G. Projects that leverage other funding sources. As an example, P.A. 302 funds are distributed by MCOLES to law enforcement agencies in Michigan to help fund training for law enforcement personnel. We encourage members to take advantage of alternative funding such as the use of P.A. 302 funds or funds available through federal, state, public or private grant programs, non-profit organizations, civic funds, community groups, etc.
- H. Relate to a maintenance-related area of exposure for which the member seeks funding under hardship status. Project must address an imminent danger or a catastrophic loss with supporting financial documentation reflecting economic hardship, and/or the potential for MMRMA and its reinsurers to experience higher costs once the loss exceeds the member's Self-Insured Retention (SIR). A condition of this type would be high frequency/high exposure or severity that loss probability is at or close to 100%.

This new project (non-standard) grant would be known as the Maintenance Assistance Grant (MAG). The MAG grant would allow a member to request funding for maintenance related projects, with the following funding limitations:

- Each MAG funding request will be limited to 25% of total project cost and a maximum grant award of \$50,000.
- Total funding to be awarded annually under MAG (which may include multiple MAG grants), to be limited to 10% or less of the Member's annual contribution.

As an example, a member's hardship/maintenance project totals \$600,000; 25% of 600,000 is \$150,000 and the annual contribution for the Member is \$300,000. The maximum amount the member could request is 10% of \$300,000, which equates to \$30,000.

To qualify under the MAG criteria, the member would be required to include the entity's F-65 with the grant application along with other financial documentation that supports the need for funding under hardship status. These documents may include confirmation of (or lack of) capital improvement funds, level of indebtedness, annual current/prior operating budget(s) under which project would otherwise be funded, need to levy additional millage, or sell assets, inability to pay creditors, etc.

Section 6. Required Application Content

A. Description of the Project

Members must provide a thorough description of the proposed project and include data documenting the problem. The description must identify the risk to be mitigated and include the project's goals and plan of action or activities to be used in accomplishing the goals, objectives, and expected results. Attachments must be included to further communicate the scope and benefits of the project.

Supplemental information is required including written materials, cost estimates, invoices, product specification guides, or any other documentation supporting the information presented in the application.

If the benefits from the project exceed the member's geographic area, information on what geographic area it would serve or what other members would benefit from the project should grant funds be provided should be noted in the application.

B. MMRMA Coverage

The Project must identify the risk exposure and align with the various types of coverage offered by MMRMA. As an example, the safety of member employees is important to MMRMA. However, MMRMA does not currently provide workers compensation coverage. Hence, projects whose primary purpose is to address employee safety are not eligible for grant funding.

C. Project Start and End Dates

Projected start-up and completion dates are required. If such dates cannot be firmly established at the time of submission of the grant application, an estimate of the start/completion dates must be included.

D. Partnerships

Partnerships and alternative funding sources are encouraged. If public agencies, nonprofit organizations, or community groups are involved in the project's management, implementation, or funding, a description of how each is involved, along with documentation of their commitments, should be included

The portion of the project for which the applicant is seeking RAP assistance should be stated, identifying funding by the member or other sources. In addition, the budget included for the project should be reduced to line-item expenses and supported by attaching invoices or cost estimates.

The applicant may request a specific grant amount. MMRMA requires cost sharing by the member for the project described in the application (not including funds received from other sources such as community foundations and other grants). Projects will not be funded in their entirety (100%).

E. No project will receive 100% funding.

F. Use of MMRMA Subject Matter Experts Encouraged

Applicants are encouraged to consult with their Risk Manager or MMRMA Risk Control Consultants on the planning of the project and application process, and in identifying the risk management goals to be achieved.

G. APPLICATIONS MUST BE TYPED.

H. Grant Application Submission

Applications must contain a complete "Grant Application Submission Certification" section of the form to certify that the application being submitted is complete and accurate. Applications and supporting documentation must be submitted to MMRMA's Membership Services Department via email and in .pdf format. A Risk Control Consultant will conduct an initial review of each application. The merits of the application may also be evaluated in coordination with MMRMA underwriting and/or claims personnel.

I. Incomplete Grant Applications

Applications missing ANY requested/required information will be returned to the member. MMRMA reserves the right to reject applications that do not contain a complete description of the project, the risk to be mitigated and the intended risk reduction benefit. MMRMA will also reject applications that are missing signatures, budgetary information, supporting documentation, or are otherwise poorly written or incomplete.

Section 7. Grant Funding Exclusions

Grant funding is not available to fund routine operations or projects related to maintenance issues (except for the Maintenance Assistance Grant (MAG) as noted in Section 5), or lack thereof. Grants are not intended to supplement local funding, i.e., enterprise funds, etc. when member budgets should cover the cost of financing a governmental operation.

The intent of MMRMA's grant program is to prevent or mitigate third party liability losses or damage or losses related to member-owned property. Grant funding is intended to alleviate risks related to the member services, activities, and property for which MMRMA provides coverage. Although the safety of its members employees is important, projects intended to improve workplace safety or reduce workers' compensation losses are not eligible for funding.

Section 8. Selection Process

Grant applications will be considered on a quarterly basis with grant deadlines of: January 10, April 10, July 10 and November 10. Upon the recommendations of Risk Control, the Membership Committee will approve or deny the application based on the merits, projected benefits of the project, and compliance with these guidelines.

Items that are taken into consideration:

- A. The grant application's focus is on identified high exposure risks, law enforcement, corrections, data breach, employment or property loss/damage. These grant applications will be considered for funding before consideration is given to funding projects that focus on other lower exposure risks.

- B. The grant application focuses on mitigating risks for which the member has experienced claims or litigation. If the application does not, a compelling case for how the product or service will mitigate risk must be made. Members are encouraged to work with their Risk Manager or a Risk Control Consultant for risk management best practices.
- C. While not a requirement to receive grant funds, members are encouraged to develop full-fledged risk management programs within their organizations. This could include a risk manager position, or someone specifically tasked with risk management responsibilities. More than a general statement that a department director or department head has responsibility to reduce risk within one's department, MMRMA encourages members to embrace a comprehensive risk management strategy throughout their organizations.
- D. While not a requirement to receive grant funds, members are encouraged to develop other programs that may complement or augment a formal risk management program including Capital Improvement Plans, Asset Management Plans, Safety Committees (except those solely focused on employee safety), Business Continuity Plans, enhanced engineering facilities, or a Cybersecurity Framework addressing the various steps the member takes to enhance cybersecurity protection or guard against data breaches.
- E. The project reflects best or better practices and/or is innovative, or a more modern or original approach to mitigating risk. Members are encouraged to consult with their Risk Manager or a Risk Control Consultant for assistance, if needed, in identifying these practices.
- F. A member has received grant funding multiples times for the same or similar project, i.e., multiple grant award for Tasers, body cameras, etc. If so, the member may be awarded a lesser amount of grant funding as compared to previous grant awards and less than funding that may be awarded to another member who has not previously sought funding for that project.
- G. The number of grants a member submits whether for the same project or for other projects.
- H. The timing of grant submission, i.e., first come first served with the understanding that grant applications that address MMRMA-identified high exposure risks will be given first consideration.
- I. Partnerships with other public entities and particularly, other MMRMA members. Members who partner with other MMRMA members can help broaden the use of grant funds and related risk management benefits.
- J. Project can be substantially or largely completed within six months of grant award. MMRMA seeks to eliminate or reduce grant extensions so that unused funds may be returned to the grant program for subsequent award to other applicants. **Funding consideration will be limited to projects completed six (6) months prior to the date of application (retroactive funding). Funding that is approved will be made available for six (6) months following the date of approval.**
- K. Once all grant applications have been approved in a particular meeting, those not considered for funding (this does not include those applications that were denied funding), will be returned to the member. The member may re-submit at a future date provided the timeframe to do so (especially for reimbursement of a project that has already commenced or been completed), has not expired.

The Membership Committee will provide rationale when denying a grant application, noting one of the following:

1. Grant does not comply with grant guidelines or meet the goals of the program.
2. Grant addresses a risk for which MMRMA does not provide coverage to the member.
3. Funding is requested for routine operations.
4. Application lacks clear objectives, a timeframe in which to complete the project or a member-approved budget for funding the project.
5. Application is vague or does not present a strong argument that project will mitigate the identified risk.
6. Though potentially eligible, the Membership Committee identified other grant applications addressing priorities that focus on higher exposure or more pressing risk management needs.

The Committee may indicate a need for additional information to better understand the project and, accordingly, postpone approval or denial to a future meeting.

The applicant has the obligation to use funds granted in compliance with the approved application. Failure to do so will result in the discontinuance of future funds, and an obligation for reimbursement of funds granted. Some grant awards may include a requirement that the applicant provide a follow-up report to MMRMA and the Membership Committee regarding how the project led to a reduction in risk or was otherwise successful in meeting the goal(s) articulated in the grant application; the applicant, by accepting funds, acknowledges it will provide that additional follow-up report.

Applications for grant funding will be considered in the order that they are received although the Membership Committee will review first those grant applications the focus on high exposure risks (see Section 8 A). Should grant funding approved by the MMRMA Board of Directors be exhausted in any given fiscal year, the Project Contact named on the grant application will be notified. Unless otherwise determined by MMRMA's Executive Director, applications that are not funded due to budget restrictions or, for any other reason, will be considered closed. Members may reapply for funding of projects meeting Grant Selection Criteria (Section 5) in subsequent grant cycles.

Application Submission:

Submit all completed grant applications and supporting documentation in .pdf format to grants@mmrma.org. For further information, please contact:

Cara Ceci
Member Resources Manager
800-243-1324
cceci@mmrma.org

List of Appendices:

Appendix A - Standard Grant Guidelines

Appendix B - CAP Grant Guidelines

Appendix C - RECTify Cybersecurity Vulnerabilities Grant Executive Summary

APPENDIX A

STANDARD GRANT GUIDELINES

MMRMA Risk Avoidance Program (RAP)

Standard Grant Guidelines

The following list is a guide to be used by the Membership Committee in reviewing grant requests fairly and consistently. This list does not guarantee or entitle MMRMA members to funding of their projects. Each project will be considered individually by the Membership Committee. This list does not restrict RAP funding to only the projects listed. Please contact the MMRMA Membership Services Department if you have specific questions relating to this document.

Please note:

- Costs that can be included in funding requests are shipping/handling, installation, and training costs associated with the operation of new software and equipment (11/9/16).
- RAP funding will NOT cover the costs associated with the purchase of additional warranties and multi-year service agreements. (11/9/16)
- Multi-Year Payment Plans – Members who enter into multi-year payment plans with vendors must submit an executed Purchase Agreement with their grant application. Funds will be approved and distributed in full and the member will be ineligible for additional funding for same equipment/project for the term of their Purchase Agreement. Members must submit proof of first-year payment in order for approved grant funds to be paid. This eliminates the need for members to apply for grants each year of their payment plan. (5/24/2021)
- Quotes/invoices from the vendor MUST be included with the final application submission to MMRMA. A clear line-item cost of the component(s) included in the grant funding request is REQUIRED. If the line-item cost is \$0, funding will not be considered.
- All grant reimbursements will be paid via Electronic Funds Transfer (EFT).

Bundled Products

MMRMA will not fund products as part of a bundle. Each item/product/piece of equipment must be listed individually on associated quotes and invoices so that we can easily determine the number of units being purchased and the price per unit. Separate grant applications/funding requests must be submitted for each item. For example, funding requests for TASERS, body cameras, and data storage must be submitted on 3 separate grant applications.

MiDEAL

The State of Michigan has a purchasing program that permits cities, townships, villages, counties, and other public entities to buy products and services from state contracts. Currently, there are about 500 contracts available to MiDEAL members. For more information on MiDEAL, please visit the State website: [DTMB - MiDEAL Extended Purchasing Program \(michigan.gov\)](https://www.dtmb-michigan.gov/mideal)

Members will be required to, where feasible, purchase equipment or services that relate to the projects for which they seek RAP/CAP grant funding through MiDEAL contracts to be eligible for funding. Should the State of Michigan not have a contract for the project, equipment or services for which the member seeks grant funding from MMRMA, the lack of a contract through MiDEAL is to be noted on the grant application. MMRMA will confirm the availability of a MiDEAL contract in its review of grant applications.

Tiered Funding of Projects

MMRMA has developed tiered funding for three specific standard grant projects a member may undertake multiple times and for which the member seeks grant funding each time. These projects are to purchase TASERS, body cameras and in-car cameras. The tiered funding levels are noted under the Standard Grant section for each piece of equipment.

MMRMA currently funds TASERS at 50% of the cost to a maximum of \$50,000. This calculation would apply to the first grant application for TASERS. The member later applies to purchase another set of TASERS. The second grant application may be funded, grant funding permitting, but at a lower level of funding, i.e., 25% of the cost to a maximum of \$30,000. A few years later, the member seeks to replace these TASERS with new ones and requests RAP funding to support this project. In this instance, MMRMA may approve, grant funding permitting, the funding but at yet another lower level of funding, i.e., 25% of the cost to a maximum of \$20,000. Following this third grant award, the member would no longer be eligible to apply for RAP funding to purchase TASERS. This same process applies to the purchase of body cameras and in-car cameras. (A contract with Axon, the manufacturer of TASERS may be found at MiDEAL).

Refurbished Equipment

Recognizing that some refurbished equipment may no longer be supported by the vendor that originally produced, manufactured or sold the equipment, Members must attest that the vendor of any refurbished equipment for which the member seeks RAP grant funding has provided a warranty, service agreement, maintenance agreement, certificate or other assurance of the equipment's dependability or life expectancy.

Standard RAP/CAP Grants

Equipment & Software

Click on any of the following categories to view full descriptions, funding parameters, and other related information.

- ❖ Quotes/invoices from the vendor MUST be included with the final application submission to MMRMA. A clear line-item cost of the component(s) included in the grant funding request is REQUIRED. If the line-item cost is \$0, funding will not be considered.

Data Breach/Cybersecurity Standard Grants

- Fractional vCISO
- General Cybersecurity Training for Employees
- Security Operations Center (SOC)
- Storage Infrastructure Security
- Two/Multi Factor Authentication
- Vulnerability Assessment/Penetration Testing
- Vulnerability (OS and application Patching) Detection and Remediation Services

Property and Security Standard Grants

- Concrete Scarifier
- Emergency Generators
- Fire Pit Rings
- Passenger Surveillance Cameras
- Portable Pumps
- SCADA Control System Software
- Thermal Imaging Cameras
- Vehicle Monitoring System
- Water Automatic Shutoff System
- Water Leak Detection System

Public Safety/Emergency Operations Standard Grants

- Accreditation Assistance
- Automatic External Defibrillators
- Body Scanners for Corrections
- Body Worn Cameras
- Bola Wrap
- Bumper Guards
- Canine Units
- Corrections Security/Physical Improvements
- Court Compliance Safety
- Data Storage
- Drones and Association Technology
- Electronic Prisoner Monitoring/Cell Check System
- Electric Vehicle (EV) Plugs
- Emergency Medical/Priority Dispatch
- In Car Cameras
- Mail Scanners for Corrections

- Non-Transport Lifting Device and Stair Chairs
- Power DMS Policy Management
- Reality Based Training Equipment
- Stabilization Jacks
- TASERS
- Training Simulators

Other/Cross-Functional Standard Grants

- General Risk Management and Leadership Training
- Lift Free Health Facilities – Assistive Lifting Devices for Patient Transfer

Risk Management and Leadership Training

Training programs listed in this category are reimbursed at a rate of 50%.

-
- Communications Training Officer (CTO)
 - Corrections Training Officer (CTO)
 - Corrections Supervision
 - Critical Incident/Supervisor Training
 - FBI-LEEDA Training – Any course provided under this program.
 - Field Training Officer (FTO) Training
 - First Line Supervisor Training
 - FTO Supervision
 - General Dispatch Training
 - Managing Risk: Making Sound Planning and Zoning Decisions
 - Master Plan Process
 - Michigan Public Service Training Institute
 - Planning and Zoning 101 for Inspectors and CE Officers
 - Planning and Zoning Essentials
 - Site Plan Review

Certification and Accreditation Programs

Programs listed in this category are reimbursed at a rate of 75%. [Click here](#) for a list sorted by municipal department and other information.

- American Public Works Association Accreditation (APWA)
- Aquatic Facility Operator (AFO)
- Associate in Risk Management (ARM)
- Certified Chief Information Security Officer (CCISO)
- Certified Facility Manager (CFM)
- Certified Information Systems Security Professional (CISSP)
- Certified Labor Relations Leader (CLRL)
- Certified Park and Recreation Executive (CPRE)
- Certified Park and Recreation Professional (CPRP)
- Certified Playground Safety Inspector (CPSI)
- Certified Taser Instructor
- Chief Fire Officer (CFO)
- Citizen Planner Certification
- Commission on Accreditation of Ambulance Services (CAAS) Accreditation
- Commission on Fire Accreditation International (CFAI) Accreditation
- Controlled F.O.R.C.E. Training Management System
- Executive Fire Officer Program (EFOP)
- Facility Management Professional (FMP)
- FBI National Academy
- Fire Staff and Command School
- Force Science Certification
- GIAC Certified Intrusion Analyst (GCIA)
- GIAC Continuous Monitoring Certification (GMON)
- Health and Safety Officer Certification (HSO)
- ICMA Cybersecurity Leadership Academy
- Incident Safety Officer (ISO)
- MACP New Chiefs School
- Michigan Law Enforcement Accreditation Program (MLEAP)
- Michigan State Police Fire Investigation
- NFPA Fire Inspector I
- NFPA Fire Inspector II
- NFPA Plan Examiner
- Physical Security Professional
- Police Staff and Command School
- Public Agency Training Council - Leadership Institute
- School Resource Officer (National Association of School Resource Officers)
- Shield Leadership Institute Command Level Courses
- SHRM Certified Professional (SHRM-CP)
- SHRM Senior Certified Professional (SHRM-SCP)
- Sustainability Facility Professional (SFP)
- Zoning Administrator Certification
- Zoning Board of Appeals (ZBA) Online Certificate

Standard RAP and CAP Grant Descriptions and Funding Limits

DATA BREACH STANDARD GRANTS

- **Fractional vCISO**
50% up to a maximum of \$15,000 in funding depending upon scope and complexity to engage a qualified vCISO that meets the following minimum qualifying requirements to build a customized cybersecurity maturity roadmap that is aligned to a recognized cybersecurity framework (CSF) like NIST or CIS for making investments in services, appliances and policies to improve upon cybersecurity maturity and resiliency. (11/13/24)
- **General Cyber Security Training for Employees**
50% funding with a maximum of \$25,000 per member. (6/3/20)
- **Security Operations Center (SOC)**
50% up to a maximum of \$15,000 in funding with specialized security analysts that will sift through false positives, investigate alerts and escalate credible concerns on a 24/7/365 basis to local resources/teams. (11/13/24)
- **Storage Infrastructure Security**
50% up to \$40,000 for implementation of new data backup or business continuity systems that are purposely designed to be resistant to cyber threats. The solution, system or service shall demonstrably meet or exceed NIST 800-209. Applicable expenses shall be limited to professional services for design and implementation, software licenses or service subscription(s), and hardware purchase or lease expenses for not more than one year of system operations. (5/10/23)
- **Two/Multi Factor Authentication**
50% funding with a maximum aggregate of \$30,000 per member. (5/10/23)
- **Vulnerability Assessment/Penetration Testing**
50% funding with a maximum aggregate of \$25,000 per member. (5/10/23)
- **Vulnerability (OS and application patching) Detection and Remediation Services**
50% up to a maximum of \$15,000 in funding to engage a qualified business partner with the tools, capacity, and skill to support an aggressive OS and application patching program. (11/13/24)

PROPERTY and SECURITY STANDARD GRANTS

- **Concrete Scarifier**
50% up to \$2,500 per unit with an aggregate maximum of \$5,000 or 2 units per member. (8/14/13)
- **Emergency Generators**
Emergency generators for water removal; and member facilities that maintain food operations/storage and/or medication refrigeration.

50% funding up to a maximum aggregate of \$50,000 per member. (5/11/22)
- **Fire Pit Rings**
50% up to an aggregate maximum of \$10,000 per member. (5/22/24)

- **Passenger Surveillance Cameras**
50% up to a maximum of \$15,000 per member. (5/22/24)
- **Portable Pumps**
Portable pumps utilized in the event of emergency flooding situations to help mitigate potential property damage.

50% funding up to a maximum of \$25,000 per member. (5/11/22)
- **SCADA Control System Software**
Systems used to manage member facilities utilities such as HVAC-management, fire-suppression systems, etc. and except for water and sewer infrastructure management.

50% funding up to a maximum of \$30,000 per member. (5/22/24)
- **Thermal Imaging Cameras**
50% up to an aggregate maximum of \$7,500 per member. (11/13/24)
- **Vehicle Monitoring Systems**
This is a GPS vehicle monitoring system. Vehicles, such as DPS, are outfitted with a signal device that tracks the speed, location, route of travel, specific time, how many times a vehicle was on a certain road, and fuel consumption. This information helps reduce the amount of time the vehicles are on the road and provides documentation to assist the member in defending claims.

1/3 funding up to an aggregate maximum of \$20,000. (8/16/17)
- **Water Automatic Shutoff System**
50% up to an aggregate maximum of \$15,000 in funding for a system that will automatically shut off water supply to specific zones or an entire facility(ies) when a leak is detected. (11/13/24)
- **Water Leak Detection System**
50% up to an aggregate maximum of \$15,000 in funding for a network of commercial-grade sensors located through a member's facilities to detect leaks in hard-to-reach areas such as within walls, under floors and in ceilings. (11/13/24)

PUBLIC SAFETY/EMERGENCY OPERATIONS STANDARD GRANTS

- **Accreditation Assistance**
50% up to a maximum of \$10,000 per member to assist with the cost of hiring a professional service to facilitate accreditation processes. (5/10/23)
- **Automatic External Defibrillators**
50% up to \$1,500 per unit – Restricted to jail/detention facilities and/or court facilities only. (5/10/23)
- **Body Scanners for Corrections**
1/3 up to a maximum of \$50,000 per member. (8/17/22)

➤ **Body Worn Video Cameras**

Funding Request #1 - 50% up to a maximum of maximum of \$50,000 per member.

Funding Request #2 - 25% of the cost to a maximum of \$30,000.

Funding Request #3 - 25% of the cost to a maximum of \$20,000.

Maximum limits will not be aggregated. For example, if Member A submits Funding Request #1 (first grant application for Body Worn Video Cameras), for a total project cost of \$40,000 and receives 50% in grant funds, i.e., \$20,000, the next application they submit will be considered Funding Request #2 even though they did not maximize the dollar amount of funding permitted to be awarded in the first grant application.

Following this third grant award, the member is no longer eligible to apply for RAP funding to purchase Body Worn Video Cameras. (11/13/2024)

➤ **Bola Wrap**

\$500 per unit with the number of units purchased verified by Membership Services. (5/24/2021)

➤ **Bumper Guards**

50% up to \$500 per vehicle with a maximum of \$10,000 per member. (5/10/23)

➤ **Canine Units**

50% up to a maximum of \$5,000 for the acquisition and associated training of police dogs and/or equipment needed to outfit a patrol vehicle to accommodate the canine unit. (11/13/24)

➤ **Corrections Security/Physical Improvements**

50% up to \$50,000 for security and other physical improvements in corrections facilities. Funding is limited to retrofitting existing facilities. New construction projects are excluded. (5/22/24)

➤ **Court Compliance Safety**

50% funding with an aggregate maximum of \$30,000 for security related equipment, including digital cameras, as recommended by the Michigan State Court Administrator's Office. (11/13/24)

➤ **Data Storage**

50% up to a maximum of \$25,000 per member. Funding is limited to body cameras and in car camera systems associated with various municipal departments. Funding may be applied to yearly fees associated with cloud systems until a maximum aggregate (\$25,000) is reached, after which the member is no longer eligible to apply for grant funding for data storage. (11/13/24)

➤ **Drones and Associated Technology**

50% up to a maximum of \$10,000 per member for drones and associated technology. To be eligible for funding, the member must provide proof that the drone operator is an employee with a valid Part 107 Remote Pilot Certificate. (5/22/24)

➤ **Electronic Prisoner Monitoring /Cell Check System**

An electronic device and system that captures and records the presence and location of corrections officers throughout a jail.

50% funding up to an aggregate maximum of \$10,000. (5/10/23)

➤ **Electric Vehicle (EV) Plugs**

Device used by first responders to disable Electric Vehicles (EVs).

50% funding up to a maximum of \$2,000 per member. (5/22/24)

➤ **Emergency Medical/Priority Dispatch**

Allows 911 operators to dispatch emergency first responders and through the use of scripted key questions, provides necessary information needed by the emergency first responders.

50% funding up to an aggregate maximum of \$10,000. (5/18/12)

➤ **In-Car Cameras**

Funding Request #1 - 50% up to a maximum of maximum of \$50,000 per member.

Funding Request #2 - 25% of the cost to a maximum of \$30,000.

Funding Request #3 - 25% of the cost to a maximum of \$20,000.

Maximum limits will not be aggregated. For example, if Member A submits Funding Request #1 (first grant application for In-Car Cameras), for a total project cost of \$40,000 and receives 50% in grant funds, i.e., \$20,000, the next application they submit will be considered Funding Request #2 even though they did not maximize the dollar amount of funding permitted to be awarded in the first grant application.

Following this third grant award, the member is no longer eligible to apply for RAP funding to purchase In-Car Cameras. (11/13/2024)

➤ **Mail Scanners for Corrections**

1/3 funding up to a maximum of \$30,000 per member. (8/17/22)

➤ **Non-Transport Lifting Devices and Stair Chairs**

50% up to \$5,000 per unit with a maximum of \$10,000 per member for non-transport bariatric lifting and patient handling devices used by first responders. (5/10/23)

➤ **Power DMS Policy Management**

50% funding up to \$2,500 per member for initial funding of first year implementation costs.

Continuation/subscription fees are not eligible. Funding is one-time only. (5/22/24)

➤ **Reality Based Training Equipment**

50% up to a maximum of \$3,500 for safety equipment and conversion gun equipment. (5/22/08)

➤ **Stabilization Jacks**

Device used by first responders to stabilize vehicles during extrication procedures.

50% up to a maximum of \$20,000 per member. (5/22/24)

➤ **TASERS**

Funding Request #1 - 50% up to a maximum of maximum of \$50,000 per member.

Funding Request #2 - 25% of the cost to a maximum of \$30,000.

Funding Request #3 - 25% of the cost to a maximum of \$20,000.

Maximum limits will not be aggregated. For example, if Member A submits Funding Request #1 (first grant application for TASERS), for a total project cost of \$40,000 and receives 50% in grant funds, i.e., \$20,000, the next application they submit will be considered Funding Request #2 even though they did not maximize the dollar amount of funding permitted to be awarded in the first grant application.

Following this third grant award, the member is no longer eligible to apply for RAP funding to purchase TASERS. (11/13/2024)

➤ **Training Simulators**

Training simulators associated with driving, firearms, etc.

50% up to \$50,000 per member. (5/11/22)

OTHER/CROSS-FUNCTIONAL STANDARD GRANTS

➤ **General Risk Management and Leadership Training**

50% of the tuition/fees and other associated expenses upon successful completion for general or leadership training as recommended by Risk Control and not qualifying for RAP funding under the Certification and Accreditation Program (CAP). To be eligible for funding under this category, the program must be specifically listed below.

- Communications Training Officer (CTO)
- Corrections Training Officer (CTO)
- Corrections Supervision
- Critical Incident Supervisor Training
- FBI-LEEDA - Any course provided under this program.
- Field Training Officer (FTO)
- First Line Supervisor
- FTO Supervision
- General Dispatch Training
- Managing Risk: Making Sound Planning and Zoning Decisions
- Master Plan Process
- Michigan Public Service Training Institute
- Planning and Zoning 101 for Inspectors and CE Officers
- Planning and Zoning Essentials
- Site Plan Review

➤ **Lift Free Health Facilities – Assistive Lifting Devices for Patient Transfer**

A mobile assistive lifting device for the transference of a patient/resident in a health care facility from one place to another, such as from a bed to a wheelchair or when using a bathtub or lavatory. This means of portability greatly reduces the risk of injury from falls.

50% up to a maximum of \$10,000 per member. To be eligible for funding, members must submit a copy of their "Safe Patient Handling" or "Safe Patient Lift and Transfer Policy" or equivalent. (5/22/24)

APPENDIX B

CERTIFICATION AND ACCREDITATION GRANT GUIDELINES

Certification and Accreditation Program (CAP)

Grant Guidelines

The following list is a guide to be used by the Membership Committee in reviewing grant requests fairly and consistently. This list does not guarantee or entitle MMRMA members for funding of their projects. Each project must be submitted as a full application and will be considered individually by the Membership Committee. This list does not restrict RAP funding to only the projects listed. Please contact the MMRMA Membership Services Department if you have specific questions relating to this document.

Certification and accreditation programs MUST be specially identified in the following document to qualify for funding.

NOTE: Funding for the following is limited to initial certification and accreditation only. Continuing Education Units/Credits (CEU) that are required to maintain certification and accreditation status are NOT eligible for funding under MMRMA's Certification and Accreditation Program (CAP) (3/2/16). The cost of textbooks or resource materials are included as part of the overall project cost and will be eligible for reimbursement (8/16/17).

To receive funding for training, members must, where it exists, seek funding from other funding sources. For example, some law enforcement courses, and training are eligible for PA 302 funding through the Michigan Commission on Law Enforcement Standards (MCOLES). If alternative funding sources do not exist or have been exhausted in a particular cycle, this information must be noted on the grant application. All grant reimbursements will be paid via Electronic Funds Transfer (EFT).

A. Individual/Personal CAP Grants

75% reimbursement of tuition/registration fees upon successful completion of the following:

1. **Administration/Zoning**
 - Citizen Planner Certification
 - Zoning Administrator Certification
 - Associate in Risk Management (ARM)
 - Zoning Board of Appeals (ZBA) Online Certificate
2. **Human Resources**
 - Certified Labor Relations Leader (CLRL)
 - SHRM Certified Professional (SHRM-CP)
 - SHRM Senior Certified Professional (SHRM-SCP)
3. **Parks and Recreation**
 - Certified Playground Safety Inspection (CPSI) Certification
 - Certified Park and Recreation Professional (CPRP) Certification
 - Certified Park and Recreation Executive (CPRE) Certification
 - Aquatic Facility Operator (AFO) Certification
4. **Fire/EMS**
 - Incident Safety Officer (ISO)
 - Health and Safety Officer Certification (HSO)
 - Executive Fire Officer Program (EFOP)
 - Chief Fire Officer (CFO)
 - Fire Staff and Command School
 - Blue Card Command (Added: March 2015) – Funding is limited to command level staff only and is further limited to the train-the-trainer concept.

- NFPA Fire Inspector I (Added: November 2015)
- Michigan State Police Fire Investigation School (Added: November 2015)
- NFPA Plan Examiner (Added: March 2016)
- NFPA Fire Inspector II (Added: March 2016)
- Commission on Fire Accreditation International (CFAI) Accreditation
- Commission on Accreditation of Ambulance Services (CAAS) Accreditation

5. Law Enforcement

- Certified Taser
- Communications Training Officer (CTO)
- Controlled F.O.R.C.E. Training Management Systems
- Corrections Training Officer (CTO)
- Corrections Supervision
- Critical Incident/Issues Supervisor Training
- General Dispatch Training (NENA, APCO, PowerPhone, Priority Dispatch, etc.)
- FBI-LEEDA Training – Any course provided under this program.
- FBI National Academy
- Field Training Officer Supervisor
- Field Training Officer Training
- Force Science Certification
- MACP New Chiefs School
- Police Staff and Command School
- Public Agency Training Council
- School Resource Officer (National Association of School Resource Officers)
- Shield Leadership Institute Command Level Courses

6. Facilities Management

- Facility Management Professional (FMP)
- Sustainability Facility Professional (SFP)
- Certified Facility Manager (CFM)
- Certified Protection Professional (American Society for Industrial Security – ASIS)
- Physical Security Professional (American Society for Industrial Security – ASIS)

7. Cyber Security

- GIAC Certified Intrusion Analyst (GCIA)
- GIAC Continuous Monitoring Certification (GMON)
- Certified Information Systems Security Professional (CISSP)
- Certified Chief Information Officer (CCISO)
- ICMA Cybersecurity Leadership Academy

B. Departmental CAP Grants

75% reimbursement of implementation/installment fees with a yearly maximum aggregate of \$15,000 per member for the following programs:

1. **American Public Works Association Accreditation (APWA)**
2. **Michigan Law Enforcement Accreditation Program (MLEAP)**

APPENDIX C

RECTify CYBERSECURITY VULNERABILITIES GRANT GUIDELINES

RECTify Cybersecurity Vulnerabilities Grant

REMEDiate EMERGING CYBERSECURITY THREATS

EXECUTIVE SUMMARY

Overview – 20,000+ chances for a bad day

In 2021 there were 20,141 publicly disclosed common vulnerabilities and exposures (CVE), averaging over 55 new vulnerabilities documented every single day of the year. Tens of thousands more vulnerabilities remain yet unreported. Even more will be created in coding errors in various software upgrades and patches to be released in 2022 and future years.

The Problem

The lack of time, resources, skill, knowledge, and money is often the enemy of even the most skilled or well-meaning technology department or professional. Conversely, threat actors have all these precious resources to their advantage. They leverage this advantage to exploit new vulnerabilities within minutes or hours and develop tools that intelligently crawl the internet probing every device they can find for opportunities to infiltrate private networks, extract data, and hold hostage information and reputations of these organizations.

A corollary to the problem is the challenge MMRMA has had in securing cybersecurity reinsurance. Markel, a reinsurance partner, is exiting this space within the reinsurance market. The proposed RECTify Cybersecurity Vulnerabilities Grant serves to underscore the priority MMRMA places upon providing resources to members beyond cybersecurity coverage, to address cybersecurity emerging and ongoing threats.

The Solution

MMRMA has developed several standard grant opportunities centered on cybersecurity. The existing grants focus on helping members improve their employee cyber security training, deploy two-factor authentication to strengthen credential vulnerabilities, and assess and test their network perimeter vulnerability with penetration testing.

Missing from this equation is a grant that incentivizes and provides financial resources to monitor, identify, and remediate emerging cybersecurity vulnerabilities. It is proposed that the MMRMA Board of Directors earmark \$1 million (*less than 25% of the current*) of excess RAP/CAP grant funds to create a new rapid response, RECTify Grant, to be administered by the Membership Services team.

Grant Administration

The Membership Services team shall create a new RECTify Grant Request Form including comprehensive instructions that members shall complete to request grant funds. The Membership Services team shall receive and validate each grant request to ensure the following criteria is met:

Grant Criteria

- Must mitigate a documented CVE listed in the National Vulnerability Database (NIST.ORG)
- NVD publish date equal to or less than 6 months from date of application to incentivize the rapid remediation of threats.
- CVSS v3 or v2 Score greater than 6.9. This equates to vulnerabilities that are rated as HIGH or CRITICAL

Grant Award Formulary

- Award 1 – 100% up to \$5,000
- Award 2 – 75% up to \$5,000
- Award 3 – 50% up to \$5,000
- Total Potential Funding Per Member = \$15,000

Awarding Grant Funds

Considering the rapid pace with which new cybersecurity vulnerabilities are identified, the Membership Services team shall evaluate each grant application upon receipt and approve as soon as practicable, each complete and eligible grant request not to exceed the member maximum. Members shall submit receipts for goods or services related to RECTifying the CVE(s) identified in the grant application, including an attestation of remediation. Members shall be reimbursed according to the grant rules and criteria once the receipts and attestation are received and validated by the Membership Services team. RECTify grant funds shall be awarded on a first-come, first-served basis not to exceed the total earmarked balance.

Glossary:

NVD: National Vulnerability Database

CVE: Common Vulnerabilities and Exposures is a list of publicly disclosed computer security flaws. When someone refers to a CVE, they mean a security flaw that's been assigned a CVE ID number. Security advisories issued by vendors and researchers almost always mention at least one CVE ID.

CVSS: The Common Vulnerability Scoring System provides a numerical (0-10) representation of the severity of an information security vulnerability.

CVSS v2.0 Ratings

SEVERITY	BASE SCORE RANGE
LOW	0.0 - 3.9
MEDIUM	4.0 - 6.9
HIGH	7.0 - 10.0

CVSS v3.0 Ratings

SEVERITY	BASE SCORE RANGE
NONE	0.0
LOW	0.1 - 3.9
MEDIUM	4.0 - 6.9
HIGH	7.0 - 8.9
CRITICAL	9.0 - 10.0



FROM: Daniel DeFranco, Township Manager

MEETING DATE: June 30, 2025

SUBJECT: ACLAC Contract

DESCRIPTION:

For the Board's consideration is a proposed contract between Saugatuck Township and the Allegan County Legal Assistance Center (ACLAC) to provide legal services to Township residents. The ACLAC proposes to provide Saugatuck Township residents tools, resources and information to aid in competent self-representation in civil court matters for a sum of \$1,500. The contract duration is for one-year, expiring on June 30, 2026. Last year, the ACLAC provided services to 60 Township residents, 70% of whom have an annual income of less than \$50,000. To assist the Township in better understanding services provided to Township residents, the ACLAC proposes to provide an annual written and oral report to the Board.

BUDGET ACTION REQUIRED:

Included in the FY 2025-2026 Budget

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

Sample Motion:

"Move to approve the Legal Assistance Contract between Saugatuck Township and Allegan County Legal Assistance Center to expire on June 30, 2026."

Attached:

- 1. Allegan County Legal Assistance Center Contract*
- 2. ACLAC Township Data*



Allegan County Legal Assistance CENTER

"Helping Others Help Themselves"

A Michigan 501(c) (3) Non-profit Corporation

Allegan County Courthouse, Lower Level
113 Chestnut Street - Allegan, MI 49010

Phone: (269) 686-5221

Email: alleganlac@gmail.com

BOARD OF DIRECTORS

Dan Borton, JD
Vice-chairperson

Hon. Margaret Bakker
Secretary

Sandra Piwnicki Kern
Treasurer

Bart Shaw

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Jennifer Brink, JD

Alison Sackley

Jenann Pearson

Preston Pietszak

Jeffrey Burns

Melissa Marks

Legal Assistance DRAFT contract between Saugatuck Township And

Allegan County Legal Assistance Center

This Legal Assistance contract is entered into for the period of one (1) year between Saugatuck Township and the Allegan County Legal Assistance Center, (herein "ACLAC") a Michigan non-profit benefit corporation.

WHEREAS, Saugatuck Township residents are often in need of assistance with understanding the legal processes and procedures necessary for filing legal documents, and since ACLAC provides this service, which the township is otherwise legally authorized to provide to promote the general welfare of Saugatuck Township residents, we enter into this contract.

1. ACLAC services provided:

- a. For the consideration set forth in this agreement, ACLAC shall provide to Saugatuck Township residents tools, resources and information to aide in competent self-representation in civil court matters including probate matters.
- b. Except as provided in this contract, ACLAC shall determine the method, details and means of performing these services, and Saugatuck Township shall have no control over the manner or determine the method in which the ACLAC's services will be delivered.
- c. Through established procedures, the ACLAC offices will be accessible to Saugatuck Township residents during normal center hours.

2. Compensation

Saugatuck Township agrees to pay ACLAC a sum of \$1,500.00 for legal assistance services rendered under this contract, for the period of July 1, 2025 -June 30,2026.

3. Report of services provided.

ACLAC will provide both a written and oral reports once a year to the Saugatuck Township Board of Trustees. These reports will detail the services provided to Saugatuck Township residents.

Continued on page two

Allegan County Legal Assistance Center was established as a Michigan Legal Help Program in 2012
Michigan Legal Help Web Site: www.allegan.michiganlegalhelp.org. Also supported by private donations, fundraising efforts, and by:



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Saugatuck Township contract

5. Independent Contractor Relationship

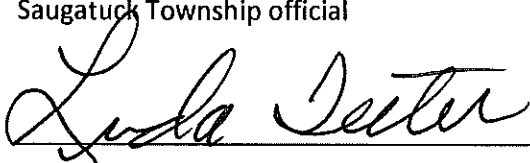
This contract shall in no way be construed to constitute ACLAC as a partner. The parties have relationship of independent contractors, and except as specifically provided in this contract, each party shall be solely responsible for all obligations and liabilities pertaining to their respective business.

6. Termination

This contract may be terminated, at any time, prior to the year-end date upon written consent of both parties or by either party immediately up 30-day notice to either.

Saugatuck Township official

Date





Allegan County Legal Assistance Center

Date

Linda Teeter

Director of Finance and Fundraising



Allegan County
Legal Assistance
CENTER

"Helping Others Help Themselves"

A Michigan 501(c) (3) Non-profit Corporation

Allegan County Courthouse, Lower Level
113 Chestnut Street - Allegan, MI 49010

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Sheriff Frank Baker

Jennifer Brink, JD

Jenann Pearson

Alison Sackley

Preston Pietszak

Jeffrey Burns

Melisa Marks

INVOICE

To: Saugatuck Township
3461 Blue Star Highway
P.O.Box 100
Saugatuck, MI 49453

FROM: Allegan County Legal Assistance Center
113 Chestnut Street
Allegan, MI 49010

DATE: July 1, 2025

RE: Service Contract date
July 1, 2025 – June 30, 2026

Invoice amount: \$1,500.00

Check payable to:

Allegan County Legal Assistance Center
113 Chestnut Street
Allegan, MI 49010

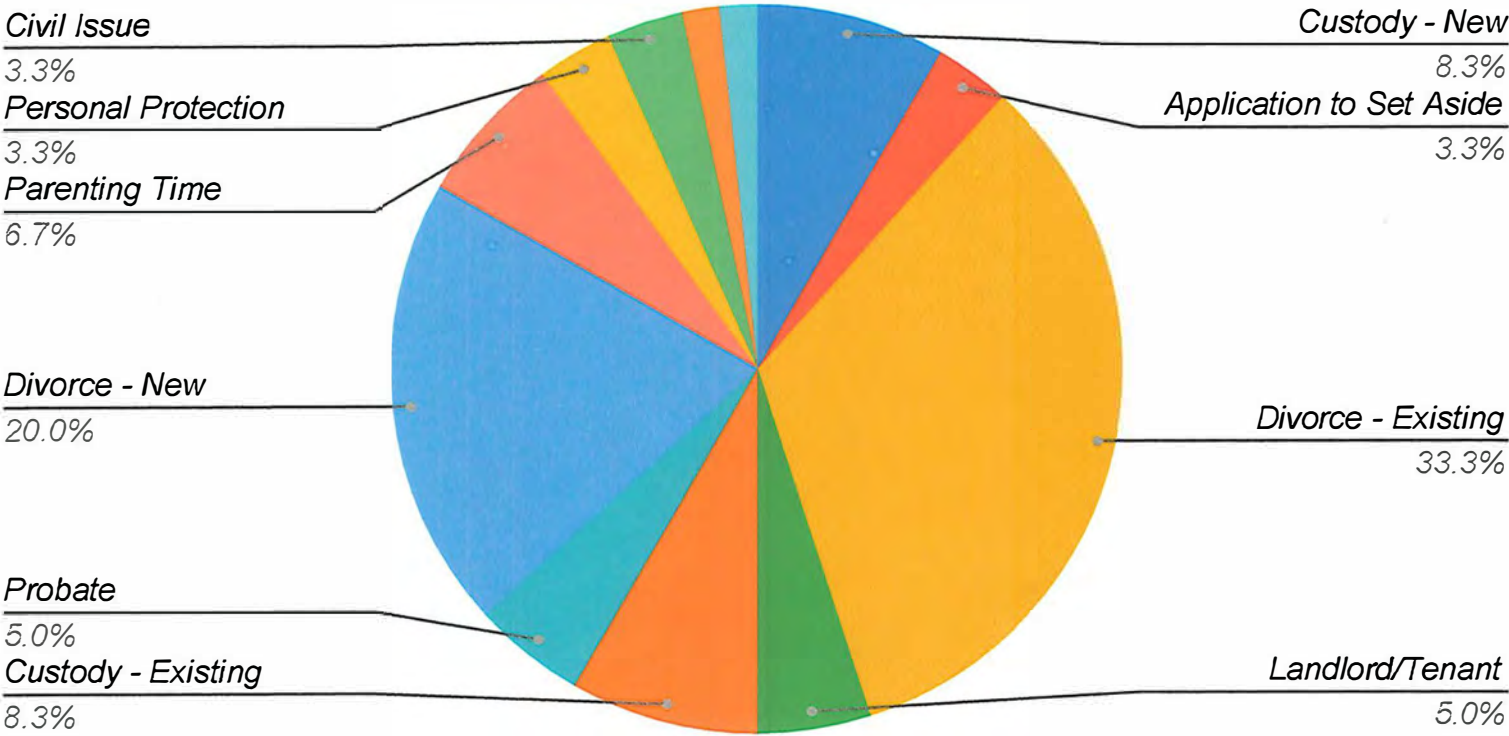
Allegan County Legal Assistance Center was established as a Michigan Legal Help Program in 2012
Michigan Legal Help Web Site: www.allegan.michiganlegalhelp.org. Also supported by private
donations, fundraising efforts, and by:



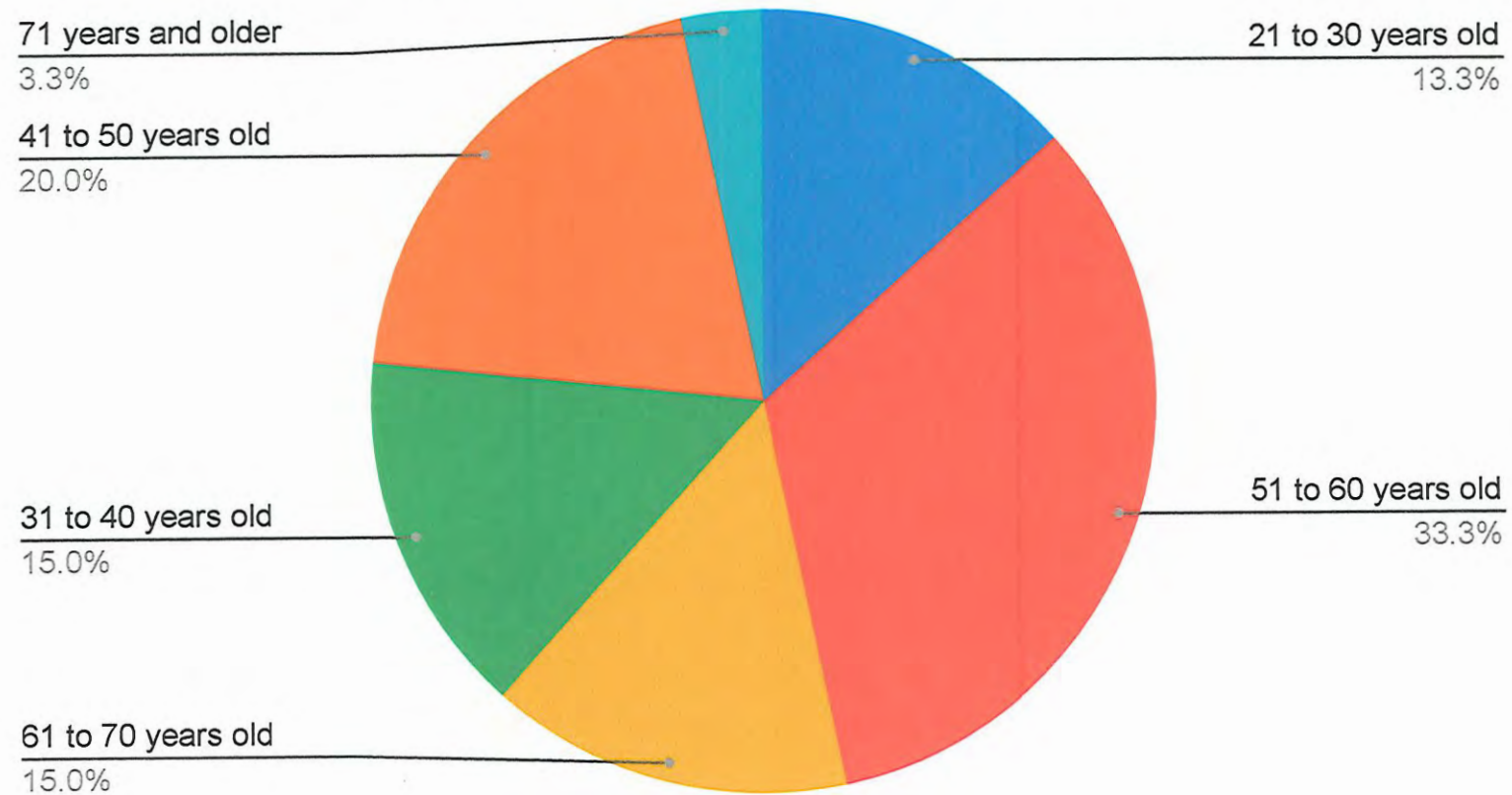
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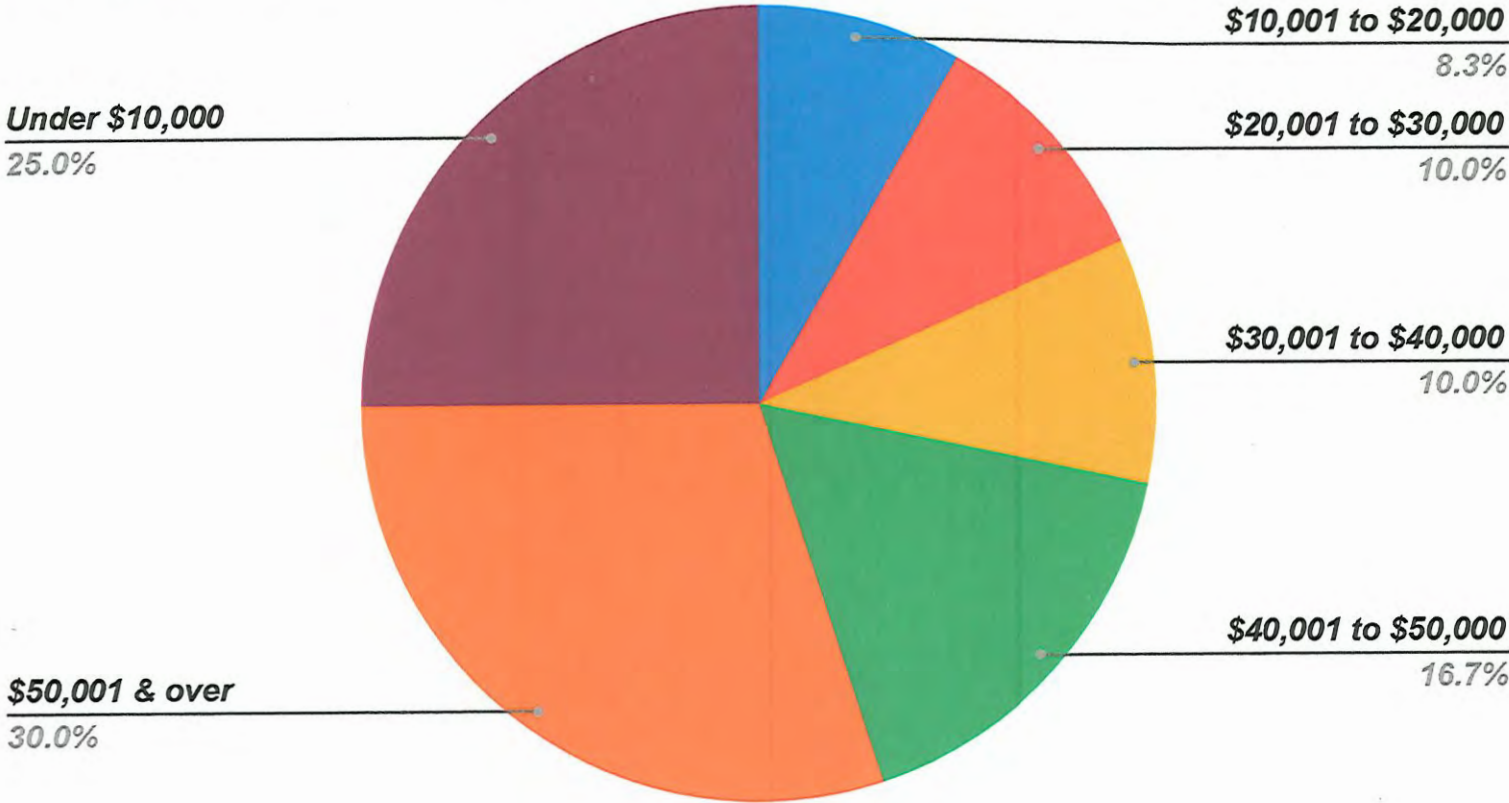
**Saugatuck Township 1.3.2024 - 3.13.2025 Count by Reason
for Visit 60 residents assisted**



Saugatuck Township 1.3.2024 - 3.13.2025 Count by Age



Saugatuck Township 1.3.2024 - 3.13.2025 Count by Income





FROM: Daniel DeFranco, Township Manager

MEETING DATE: June 30, 2025

SUBJECT: Columbaria Proposal for Riverside Cemetery

DESCRIPTION:

For Board consideration is a proposal by Viridis Design Group to complete columbaria design and prepare construction documents for Riverside Cemetery. The construction of a columbaria is part of the Township's master plan for Riverside Cemetery and satisfies the need for additional cremation space. Design and construction of a columbaria is included in the Fiscal Year 2025-2026 Budget. Note that the proposal does not include construction administration. The Board should carefully review the project understanding and scope of work and consider approving the proposal.

BUDGET ACTION REQUIRED:

\$42,250, included in the FY '25-'26 Budget

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

Sample Motion:

"Move to approve the Proposal for Professional Landscape Architecture Services for Riverside Cemetery Columbaria and Landscape Improvements.."

Attached:

1. *Viridis Columbaria Proposal*

June 20, 2025

Proposal for Professional Landscape Architecture Services for Saugatuck Township: Riverside Cemetery Improvements

To: Saugatuck Township
3461 Blue Star Hwy, Saugatuck, MI 49453
Attn: Daniel DeFranco, PhD
Township Manager
From: Lindsey Gadbois, PLA
Viridis Design Group

Dear Daniel:

Viridis Design Group is pleased to submit this proposal to Saugatuck Township for landscape architecture services for improvements to Riverside Cemetery. This proposal outlines our approach to redesigning the northeast corner of the site, including enhanced circulation, a custom columbarium and Township gateway, landscape beautification, and a more welcoming entry sequence. Our team includes columbarium design specialists, Eickhof, to assist with the design and detailing of this feature.

PROJECT UNDERSTANDING

The historic Riverside Cemetery is located at 3461 Clearbrook Drive in Saugatuck Township. The cemetery is approximately 14 acres, with the project area at 2.5 acres. The Township is experiencing a high demand for columbarium burials, as there is not currently one located in the area. As Riverside is at max capacity, the Township desires to use the remaining open space at the northeast corner of the cemetery to build a unique columbarium that dually functions as a Township Gateway along Blue Star Highway. The improvements will include a new vehicular interior circulation route with directional signage and an improved entry experience off of Clearbrook Drive. A barrier-free looped path to the columbarium is desired along with an intimate gathering space with seating and landscaping. The improvements will align with the Township's goal of reframing Riverside as not only a cemetery, but a beautiful park-like setting that welcomes the community for passive recreation.

SCOPE OF WORK

Our proposed scope of work is as follows:

PHASE 1: SCHEMATIC DESIGN – DESIGN DEVELOPMENT

July 14 2025 – September 15, 2025

Base Map Preparation/Background Research:

Base map preparation will include a thorough assembly of aerial maps and topography from Allegan County and a site survey and ground penetrating radar (acquired by the Township). The project team will perform a site visit for inventory and analysis, with a Township representative (if desired).

Concept Development:

- 2 Schematic site layout options, with rendered plans
- 3 Schematic columbaria options, with rendered plans and 3D imagery
- 2 Schematic cemetery entrance options, rendered
- Precedent imagery of site features
- Preliminary planting palette
- Lighting and precedent imagery
- Preliminary opinion of probable costs

Review Meeting #1 (Mid-August)

VIRIDIS (in-person) and Eickhof (virtual) will meet with the client team to review schematic designs. Our team will point out any unforeseen obstacles that may need to be considered, along with a cost range for each option. Our team will lead a discussion with the Township to narrow down a design direction for a preferred concept that reflects the goals and objectives of the Township's vision for the cemetery.

Design Development:

- Refined site layout plan, columbarium design, and entrance feature
- Rendered site plan and 3D imagery
- Preliminary landscape, grading, and electric plans
- Opinion of probable costs

Review Meeting #2 (Mid-September)

Viridis (in-person) and Eickhof (virtual) will meet with the client team to review the preferred schematic design and present an updated opinion of probable costs. The goal of this meeting is finalize all major design decisions so the team can proceed with a construction documentation package. Viridis can assist in presenting the preferred design to the Township Board, upon request.

PHASE 2: CONSTRUCTION DOCUMENTATION - BIDDING:

September 15 – January 15, 2026

VIRIDIS will prepare a complete construction documentation package that will include the following:

- Existing conditions, demolition, and sediment and erosion control plans
- Layout, grading, landscape, utility (if needed), electrical, structural, and irrigation plans
- Site Details
- Columbarium contract drawings, granite samples, and niche pre-sales consultation
- Specifications
- Opinion of Probable Costs
- All above documents in digital format (PDF)

Our scope includes coordination with consultants for geotechnical soil borings and a structural review of the columbarium foundation to ensure proper design and long-term stability. These services will inform the foundation detailing and site preparation requirements.

A virtual client review meeting will be held at the completion of 60% and 90% documentation. The final bid package PDF will be submitted to the Township. Viridis will assist the township in the public bidding process in advertising the project, facilitating a pre-bid meeting (if needed), review bids, and make a recommendation to award the project. Once selected, Viridis will draft the contract between owner and contractor.

PROFESSIONAL SERVICES FEE

We propose to provide the services described above for a lump sum fee of **\$42,250**. Reimbursable expenses are included in the fee. Invoices will be submitted monthly based on the percentage of work completed and payment is due within thirty (30) days from the date of the invoice.

Specific items that are not included in our fees are as follows:

- Public engagement sessions and meetings not outlined above
- Utility design or off-site improvements not mentioned above
- Surveying
- Environmental studies such as wetland delineations or hydrology analysis
- Permitting
- Construction Administration Services

We appreciate the opportunity to continue supporting the Township through this phase of design. Our team will remain available to provide construction oversight, respond to contractor inquiries, and help ensure the project is executed in accordance with the contract documents. The fee for these construction administration services will be based on the final scope of work and negotiated at the time of bidding.

Should you have any questions or need additional information, feel free to contact us. We look forward to working with you on this exciting project!

Sincerely,
VIRIDIS Design Group



Lindsey Gadbois, PLA, ASLA
Landscape Architect



Trevor Bosworth, PLA, ASLA
Landscape Architect, Principal

If this proposal meets your approval, please sign below and return to lindsey@virdg.com

Signature

Date



FROM: Daniel DeFranco, Township Manager

MEETING DATE: June 30, 2025

SUBJECT: End-of-Year Budget Amendments

DESCRIPTION:

For Board consideration is approval of end-of-year Budget Amendments. Quarterly review of the budget and necessary amendments is required by the Township's Financial Policy.

BUDGET ACTION REQUIRED:

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

Sample Motion:

"Move to approve the end-of-year Budget Amendment as presented."

Attached:

1. *End-of-Year Budget Amendment*