

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 22, 2020 @ 5:30 P.M.

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

AGENDA

- **CALL TO ORDER:**
- **ROLL CALL:**
- **HONORS, AWARDS, AND PRESENTATIONS:**
- **PUBLIC COMMENT ON AGENDA ITEMS:**
- **CONSENT AGENDA:**
 - A. Approval of Minutes City Clerk
 - B. MERS Representatives Finance
 - C. Alum Rapid Mixer Public Works – Filtration
 - D. Muskegon Fire Department Boat Motor Replacement Public Safety
 - E. Muskegon Fire Department Engine Purchase Public Safety
 - F. Amendment to the Zoning Ordinance Planning
 - G. Amendment to the Zoning Ordinance – Marihuana Overlay District
Planning – SECOND READING
 - H. 1601 Beach Lease Amendment Development Services
 - I. Lakeside BID Special Assessment Recommendation Economic
Development
 - J. Lakeside Corridor Improvement Authority Economic Development
 - K. Jackson Hill Infill Housing Development Economic Development
 - L. 2189 Larue Lot Sale City Manager
 - M. Lakeview Lofts Phase II Bridge Loan Economic Development
 - N. Social District Permit Recommendation Economic Development
 - O. Election Grant City Clerk

☐ **PUBLIC HEARINGS:**

☐ **UNFINISHED BUSINESS:**

A. Sale of Vacant Lot – 1867 Hoyt Planning

☐ **NEW BUSINESS:**

A. Jackson Hill, McLaughlin & Angell Rezonings Planning

☐ **ANY OTHER BUSINESS:**

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

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the August 31, 2020 Special Worksession meeting and the September 8, 2020 Regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

**CITY OF MUSKEGON
CITY COMMISSION WORKSESSION
Monday, August 31, 2020
5:30 pm
City Commission Chambers**

MINUTES

2020-59

Present: Mayor Gawron, Vice Mayor Hood, Commissioners Rinsema-Sybenga, Emory, Johnson, Ramsey, and German.

Absent: None.

E25 Emergency Repairs

Emergency repairs needed for Fire Engine 25, located at Station 5 on Marquette. Engine 25 is the second newest engine for the City of Muskegon Fire Department. Our reserve apparatus is also in for repairs and we are currently using an engine from Egleston Township Fire Dept. to cover station 5.

Motion by Commission Johnson, seconded by Vice Mayor Hood, to approve the spending up to \$31,229.10 to repair Fire Engine 25.

Ayes: Commissioners Emory, Johnson, Gawron, Hood, Ramsey, German, & Rinsema-Sybenga.

Nays: None.

MOTION PASSES

CARES Act - CDBG COVID19 Funding

The Community & Neighborhood Services Department is submitting for review the described allocations of \$585,235 for CARES Act – CDBG COVID 19 funding to receive comments from the City Commission.

Commissioner Ramsey - What about offering grants to small businesses? Can we give more assistance to people to pay water bills that are unable to?

LeighAnn Mikesell, indicated the parks department was trying to put a splash pad down on the east side of the city in Reese Park.

She indicated Sheldon Park has had a large uptick in usage and could use upgrades from COVID Funds.

Also, Buikema Field - we are hoping to have non-COVID funds to provide handicap accessibility to the playground equipment.

As well as AAMODT Park - Would like to use non-COVID funds to provide necessary upgrades.

Commissioner Johnson - Would like to see more funding to water bills and small business grants.

Vice Mayor Hood - Improvements to the parks on the east side of town are overdue.

Commissioner Rinsema-Sybenga - We should take everyone's input. One way to look at it is to review what we have been talking about spending money on for the past year. Agrees with Vice Mayor Hood, these parks are in need of repair. CDC will have the opportunity to speak to it. Let's take all the input and determine it after.

Commissioner Ramsey - would like to see the park upgrade allocation lowered and spread over other funds.

Commissioner Rinsema-Sybenga - What is the process? Oneata - with COVID we are experiencing expenses.

Oneata Bailey, CARES Act money is to be spent. We are getting input from CDC, Commissioners, and the Public. It's emergent, it's to get the funds out as quickly as possible.

Commissioner Emory - What is the grant? Is it just for parks?

Leo - it is with the company that we purchased equipment at Pere Marquette. They are offering ½ off the equipment at the next park.

Commissioner Johnson - Would like to hear more about the splash pad.

Commissioner German - Getting feedback is very crucial. We would be remiss not to include feedback from the public.

Jackson Hill Infill Housing Development - Economic Equity Presentation

The zoning in McLaughlin, Angell, and Jackson Hill doesn't match reality.

While the zoning ordinance indicates only single-family homes are allowed, that is not the reality. This makes all non-single-family homes as non-conforming. Non-conforming homes are susceptible to finance, insurance, and rebuilding issues along with unusable spaces.

Staff is proposing to rezone the neighborhood to allow the types of homes that already exist. More housing options equal more affordable housing.

Many examples were given of current non-conforming multi-family homes. Examples were given of homes that were done and several examples were given of multi-family homes that were not

done well and provide no parking, placed on too small of a lot, do not have an alley for access, etc.

Jackson Hill Infill Housing Development/Economic Equity Presentation

Now that the necessary lots have been added to the Brownfield Redevelopment Plan, local developer/contractors Rudy and Greg Briggs are interested in utilizing a Brownfield TIF to construct single family homes for the city in order to increase value and stabilize the primarily residential Jackson Hill neighborhood.

Since mid-2019, Economic Development Department staff have been working with Rudy and Greg Briggs on potentially utilizing our Brownfield TIF Program to develop and market single family homes in the Jackson Hill Neighborhood. Most importantly, the focus of this program has been to identify, empower, and retain developers of color to benefit from some of the same incentive programs we have been utilizing to great effect. Rudy and Greg Briggs are in attendance (via Zoom) to update the Commission on the program, talk about the type of housing being proposed and where for the upcoming phase as well as our ambition for what this development can look like moving forward.

Public comments were received.

The worksession meeting adjourned at 7:11 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 8, 2020 @ 5:30 P.M.

**MUSKEGON CITY COMMISSION CHAMBERS
REMOTE MEETING**

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, September, 2020.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Ken Johnson (arrived at 5:34 p.m.), Dan Rinsema-Sybenga, Willie German, Jr., Michael Ramsey, and Teresa Emory, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

2020-61 HONORS, AWARDS, AND PRESENTATIONS:

A. Big Red Development Proposal - Presentation Development Services

Staff is present a development proposal to construct single and multi-family housing for rent and purchase in three urban core neighborhoods. A subsequent proposal will include a mixed-use development at Angell School.

The initial proposal includes the sale of 55 lots scattered throughout the Angell, Jackson Hill, and McLaughlin neighborhoods with the goal of increasing to at least 100 lots. Homes will be offered for rent or for sale, depending on what the market will bear and will be priced for working class singles and families in the 80-120% area median income level. Some properties will include new construction while others will include renovation of existing structures. The developers are interested in partnering with the local business community to manage and service the properties.

The developers are requesting that each property be sold for \$1 and that water and sewer connection fees be covered by the city. To protect their investment, the developers are also requesting first right of refusal on additional lots and homes that the city acquires within ½ mile of their current investments.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2020-62 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the August 25, 2020 regular City Commission meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Community Relations Committee Recommendations City Clerk

SUMMARY OF REQUEST: To accept the appointment of Sherri Black to the Downtown Development Authority as a Citizen.

STAFF RECOMMENDATION: To concur with the recommendation of the Community Relations Committee and approve the appointment.

C. Purchase Agreement 580 Catherine Ave City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to enter into the attached purchase agreement.

580 Catherine was donated to the city from the family of a deceased resident. Our team rehabbed the home as part of our commitment to create affordable quality home ownership opportunities in the city's neighborhoods. All cost associated with closing the estate and rehabbing the home totaled \$95,000. The sale price is \$100,000, with the city contributing \$4,000 toward closing costs. The gap that exists will be recouped as part of the scattered site brownfield housing program. The gap for this home is our smallest yet – less than 7% - while the sale price is also the lowest yet.

STAFF RECOMMENDATION: Authorize the City Manager to sign the purchase agreement and complete the sale.

D. Purchase Agreement 271 Merrill Ave City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to sell the city-owned home at 271 Merrill to Paul Reichle.

The city constructed this house as part of the phase two of our infill housing program. Our contract to construct the home was \$197,464. We also anticipated \$11,844 in sales commissions. The accepted purchase price is \$188,000. The City will also construct a wooden stockade fence in the rear of the home at a cost of approximately \$5,000. The total amount requiring brownfield gap financing will be approximately \$14,500. The 7.3% gap is larger than the 3.5% gap from the sale of 395 Houston, but still significantly smaller than the gap anticipated in the Brownfield Plan, and also significantly smaller than the gap in the initial phase of the in-fill project (Midtown Square).

STAFF RECOMMENDATION: Authorize the City Manager to complete the sale

of 271 Merrill Avenue, as described in the purchase agreement.

E. Reeths Puffer Hockey Lease City Manager

SUMMARY OF REQUEST: Staff is seeking approval to amend the shared use agreement with Reeths Puffer's varsity hockey team as presented.

The agreement extends the relationship with RP Hockey through the 2024-25 season and cleans up some items from the original lease. The lease rate will be paid in two payments, totaling \$26,000 in year 1, and rising slightly in subsequent years.

STAFF RECOMMENDATION: Approve the change order.

G. Arena Rent Reduction City Manager

SUMMARY OF REQUEST: Staff is seeking approval to eliminate 5 months of rent for all arena lease holders, with the exception of Rad Dad's.

Indoor sporting events have yet to officially resume in the State of Michigan. We are in a position to make concessions for teams' upcoming seasons, but we still do need commission action to properly deal with accrued but unpaid rent. Staff is looking for blanket approval to eliminate any rental obligations for its major sports teams (Risers, Ironmen, and Lumberjacks) for 5 months retroactively. This should put all three teams in a position to compete under modified agreements during the 2020-21 season. Note that there is no amount requested below, as much of this has been accounted for in the original budget projections.

STAFF RECOMMENDATION: Approve the change order.

H. Arena Social Distancing Investments City Manager

SUMMARY OF REQUEST: Staff is seeking approval to complete the social distancing improvements at the Mercy Health Arena at a cost not to exceed \$25,000.

As part of the COVID-19 response at the arena, there is significant to provide space for players – specifically youth players – to social distance while off the ice. Typically, we have four general locker rooms available for players. Each team would use one. This allow two teams to be on the ice together, and two more to prepare for their game(s). The cycle continues throughout the day/season. New distancing standards at the arena will require teams to spread out into two locker rooms. The result would be that all 4 locker rooms would be use by the two teams on the ice, and no locker rooms would be available for the two teams playing afterward until the on-ice teams return to their locker room, undress, vacate the room, and the arena staff cleans. We believe this will cost the arena approximately 60 minutes of down time for every change over. We collect on average \$285 per hour of ice rental. The down time would cost the arena 16-20 hours of ice rental each week. Over the course of a 30-week season, this could cost us as much at \$170,000. Staff is recommending that we

spend some money expanding the rubber matting down the vacant tunnel into the former storage area. The large storage area can accommodate two full teams at one time. We have put together a simple budget for rubber mats at \$4,500 for supplies and \$500 for installation. Also paint at \$1,500 and erection of a dividing wall at \$2,500. There will also be a small amount of asbestos removal estimated at \$3,000, and we anticipate need for some benches or chairs at \$3,500 total. We will also have expenses for a storage container at \$7,000. We will undertake the project mostly internally, and only use outside contractors as needing. We are asking for \$22,500 plus \$2,500 for contingencies.

AMOUNT REQUESTED: \$25,000

AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: Arena Fund

STAFF RECOMMENDATION: Authorize the city manager to expend up to \$25,000 to meet social distancing needs at the arena, with the funds to be drawn from GL Number 254-93015-5300.

I. Second Floor Window Coverings City Manager

SUMMARY OF REQUEST: As part of the renovation efforts, a number of window seals will be replaced. Additionally, it was determined that a number of window treatments need replacement. Staff is asking to replace window treatments on 52 windows in the remodeled area.

The windows are original to the 1960s construction. The window coverings are original to the 1990s remodel. In an effort to improve functionality and energy efficiency, staff is recommending that the 30+year old mini-blind system be replaced with insulated light-filtering cellular blinds. The coverings for 52 windows will cost approximately \$4,100. We also received pricing from two other competitors for similar products; \$6,000 and \$8,500.

AMOUNT REQUESTED: \$4,100

AMOUNT BUDGETED: \$0

STAFF RECOMMENDATION: Approve the purchase.

J. City Hall Lighting City Manager

SUMMARY OF REQUEST: Staff is seeking approval to complete the lighting upgrade at city hall.

As part of the recent second floor renovation efforts, all of the light fixtures in the renovated area were upgraded to LED. The workspace is visibly different, with the new lighted areas far-better-lit than the older areas. Staff has spoken to the electrician from the remodel, and they have quoted the same cost per fixture to expand the project to the remaining areas of city hall. The cost is approximately \$150 per fixture. This includes the removal/disposal of old fixtures and the

purchase/installation of the new fixtures, as well as miscellaneous costs (permitting, egress lighting, etc.). The new lights will utilize 40 watts per fixture vs the current 96 watts per fixture. Staff has estimated the ROI at 66 months. We are requesting enough funding to complete the remaining fixtures on the second floor, plus 5% contingency. 66 fixtures x \$150 + \$9,900 plus 5% contingency + \$10,395. We are seeking to move forward with this contractor as they were already the low bidder on the remodel project and expect that they would continue to be the low bidder on the change order

AMOUNT REQUESTED: \$10,395

AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: General Fund

STAFF RECOMMENDATION: Authorize the city manager to expend up to \$10,395 with Newton Electric to replace existing light fixtures on the second floor of city hall, with the funds to be drawn from General Fund GL Number 101-60265-5300.

K. Muskegon Historic District Commission Certified Local Government Application Planning

SUMMARY OF REQUEST: Staff is requesting to apply for participation in the Michigan State Historic Preservations Office's (SHPO) Certified Local Government (CLG) program.

The CLG program is a preservation partnership between the City of Muskegon, SHPO, and the National Park Service focused on promoting historic preservation at the local level. Once certified as a CLG, the City will gain special access to technical assistance and historic rehabilitation grant opportunities. There is no application fee or membership dues for the program and the City is already meeting most of the program's requirements. The Historic District Commission recommended approval of the request at their September 1, 2020 meeting.

STAFF RECOMMENDATION: To apply for the Michigan State Historic Preservation Office's Certified Local Government program and for the Mayor to sign the application cover letter.

M. Jefferson & Strong Change Order #001 Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to approve Change Order #001 to the sewer project work on Jefferson and Strong Streets.

Staff requested pricing from the Contractor to complete additional work on the project. The additional work included milling and resurfacing an additional block of 3rd Street between Merrill and Mason. The resurfacing of this additional block allowed for a continuous new pavement surface on 3rd/Strong from Muskegon Avenue to Peck. Without the addition one block of 3rd Street would have remained with old pavement upon completion of the project. The original

project budgets carried a 6% contingency. This addition will utilize \$49,192.20 of the original contingency (\$71,908.31). The project is nearing completion with only minor changes anticipated that are not anticipated to exceed the remaining budgeted contingency. As such, there will be no adjustment required in the reforecasting related to this change order. Staff and the Project Engineer (Prein & Newhof) have reviewed the change order and are supportive.

AMOUNT REQUESTED: \$0 AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: 590/591-91856

STAFF RECOMMENDATION: Authorize staff to approve Change Order #001 to the Jefferson-Strong Sewer Project with Jackson-Merkey Contractors in the amount of \$49,192.20.

N. DPW Laborer Position Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to create three new full-time positions within the Department of Public Works under the Laborer classification and to begin the process to fill those position.

DPW has consistently experienced difficulty in filling the current full-time skilled positions as they contain barriers to employment that do not offer a path for an entry level applicant to hire in and learn the field. Most all of our positions require a CDL, or state license upon hiring that can limit our pool of available applicants and disqualify an otherwise good candidate from being eligible.

To try and address that issue staff has recently updated the Laborer position description which eliminates many of the more difficult prerequisites to be considered eligible for employment. Applicants will have the opportunity to learn the DPW field, receive training, and become credentialed while employed and eventually become eligible candidates for our harder to fill vacancies as they become available. Laborers would be full time limited term employees working within our current SEIU Unit 2 Contract. The position and pay scale already exists within the union contract though it has not been utilized for some time.

Staff is proposing to hire three (3) Laborers for DPW. Two (2) would have their home account within the water fund (590) and one would have their home account within the Major Streets Fund (202).

The new positions would be largely funded through the recently added Lead Service Line fee that was approved for water bills. The fee anticipates revenue of approximately \$750K per year to be used towards replacement of lead service lines within the city, with the goal to replace 200-300 per year. By adding the additional staff, we anticipate being able to complete a larger number of lead service replacements with in-house staff as opposed to contracting for the work, while also creating a succession plan for our skilled positions at DPW.

AMOUNT REQUESTED: Approximately \$110,000 (20-21)
 $\$17.67/\text{hour} \times 2,080 \text{ hours} \times 1.35 \text{ (Markup)} \times 3 \text{ EA} \times 0.75 \text{ (Partial Year)} = \$111,639.06$
 (Will be ~ \$150,000 in a full FY)

AMOUNT BUDGETED: \$0 – To be added at future reforecast and will be offset by reduction in 591 Capital line item for “Water Service Replacement Unassigned”

FUND OR ACCOUNT: 591-60559 & 202-60440

STAFF RECOMMENDATION: Authorize staff to create three (3) full time limited term Laborer positions within the Department of Public Works and begin the process of filling the positions.

O. Lakeshore Trail Repairs Public Works

SUMMARY OF REQUEST: Authorize the award of SP 92012 Lakeshore Trail Repairs including Alternate #001 to the low bidder, Jackson Merkey Contracting.

Staff solicited bids for repairs to the Lakeshore Trail bike path and shoreline restoration and protections. The bike path was damaged due to high water events and storms in the fall of 2019, between Lakeshore Court and Ruddiman Creek.

Bids received are as follows:

- \$233,853.000 – Jackson Merkey alternate #1 \$10,860.00
- \$261,844.00 – Accurate Excavators alternate #1 \$12,000.00
- \$289,783.00 – Wadel Stabilization alternate #1 \$38,000.00
- \$296,006.00 – Anlaan Corporation alternate #1 \$30,400.00
- \$325,280.00 – Hallack Contracting alternate #1 – no bid

The project would be construed in the Fall of 2020 and Spring of 2021 as needed.

The project is still pending receipt of the necessary MDEGLE and USACE permits which are still outstanding. Permits have been applied for and are in process. A notice to proceed will not be issued and work cannot begin until the necessary permits are obtained.

Also recommend the acceptance of Alternate #1 in the amount of \$10,860.00

AMOUNT REQUESTED: \$244,443.00

AMOUNT BUDGETED: \$250,000

FUND OR ACCOUNT: 202-92012

STAFF RECOMMENDATION: Approve the award of the SP 92012 Lakeshore

Trail Repairs including Alternate #001 to the low bidder, Jackson Merkey Contracting.

P. Mausoleum Repairs Public Works

SUMMARY OF REQUEST: Authorize the award for the Mausoleum Wall Restoration including Option #001 to the low bidder, Midwest Building Maintenance.

Staff solicited bids for repairs to the mausoleum at Evergreen Cemetery. Work includes repairs to spalled limestone, tuck pointing, window caulking, and moisture barrier sealant on entire building. Option #001 includes repairs to the limestone front steps.

Bids received are as follows:

- | | |
|--|--------------------------|
| • \$29,508.00 – Midwest Building Maintenance | Option #001 - \$750.00 |
| • \$36,750.00 – Kent Companies | Option #001 - \$575.00 |
| • \$97,600.00 – Bornor Restoration | Option #001 - \$4,200.00 |
| • \$120,869.00 – RAM Services | Option #001 - \$4,300.00 |

The project would be constructed in the Fall of 2020.

Project will require adjustment in a future reforecast with funding being drawn from the Cemetery Perpetual care Fund to cover the capital project costs.

AMOUNT REQUESTED: \$30,258.00

AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: 101

STAFF RECOMMENDATION: Approve the award of the Mausoleum Wall Restoration contract including Option #001 to the low bidder, Midwest Building Maintenance in the amount of \$30,258.00.

R. MERS Supplemental Contribution Finance

SUMMARY OF REQUEST: The MERS Defined Benefit amount that was expensed each pay period based on the wages of current Defined Benefit employees was over expensed for the fiscal year FY2019-20 by \$89,670.86. Staff is requesting authorization to make a supplemental payment to MERS for \$89,670.86.

Each fiscal year based on our required annual contribution to MERS for our Defined Benefit Group Finance calculates a percent of wages to be expensed to MERS contribution for each employee division each pay. This year, as in several years in the past, the amount expensed exceeded our required contribution by \$89,670.86.

The city can always contribute more than the minimum required contribution and by doing so will earn additional investment income and may lower future

contribution requirements. Staff is recommend making a supplemental payment to MERS for \$89,670.86.

AMOUNT BUDGETED: N/A expensed in FY 19-20

STAFF RECOMMENDATION: To authorize staff to make a supplemental payment to MERS for \$89,670.86.

T. Social District Permit Recommendations Economic Development

SUMMARY OF REQUEST: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.

With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial five such requests at your August 25, 2020 meeting. The attached resolution includes Burl & Sprig, Nipote's, and Rake Beer Project which are also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.

STAFF RECOMMENDATION: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga to approve the consent agenda as presented, except item F, L, Q, and S.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

2020-63 REMOVED FROM CONSENT AGENDA:

F. Arena Marquee Change Order 1 City Manager

SUMMARY OF REQUEST: City Commission originally approve the marquee replacement in conjunction with the failure of the LED Marquee. Staff is seeking approval of change order #1 to add an additional \$19,875.98 to the project cost.

City Commission originally approve the marquee replacement in response to the failure of the 20+ year old LED marquee. We received four bids and accepted the lowest bid from Vizidef for \$65,888. The next lowest bidder was

Advanced Signs at \$86,616. As we worked through the process, we decided to adjust the marquee to also advertise the new convention center – this was done to limit the number of signs on Shoreline Drive. Additionally, we learned that there would be some structural changes of the site to accommodate the new/heavier sign. The additional \$19,875.98 will be shared with the convention center project. The new total project cost of \$85,763.98 is still lower than the second lowest bidder's original bid from the January 14, 2020 City Commission meeting. Construction is taking place the week of Labor Day, and likely will be underway by the time the Commission formally approves this request.

STAFF RECOMMENDATION: Approve the change order.

Motion by Commissioner Emory second by Commissioner Rinsema-Sybenga to approve the change order.

ROLL VOTE: Ayes: Ramsey, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: German

MOTION PASSES

L. Edgewater Street Engineering Study Public Works

SUMMARY OF REQUEST: Staff is seeking authorization to hire Ramboll to complete an engineering study related to Edgewater Street. The study would be used to determine the best options moving forward as it relates to addressing the persistent flooding that has plagued that area as a result of the high water levels within the Great Lakes.

Staff solicited proposals from three firms to complete the work. Two responded with proposals and after review of the proposals staff is recommending the Ramboll proposal based on their previous work on shoreline restoration projects in the area and the familiarity with the specific needs of this site. The Engineering study was not included in the proposed 20-21 budget and will need to be added via a future reforecast to the Local Streets Fund (203). Michigan Transportation Fund (MTF) revenue projections have increased since the original drafting of the 20-21 budget and this expense is expected to be offset by increased revenue.

AMOUNT REQUESTED: \$15,300

AMOUNT BUDGETED: \$0

FUND OR ACCOUNT: 203

STAFF RECOMMENDATION: Authorize staff to hire Ramboll to complete an engineering study related to the persistent flooding on Edgewater Street.

Motion by Commissioner Emory second by Commissioner Johnson to authorize staff to hire Ramboll to complete and engineering study related to the persistent

flooding on Edgewater Street.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and Ramsey

Nays: None

MOTION PASSES

Q. Citizens Participation Plan (CPP) Amendment Community &
Neighborhood Services

SUMMARY OF REQUEST: The CARES Act (Coronavirus Aid, Relief, and Economic Security Act) promotes the amendments to our CPP's comment period. These changes expedite procedures to provide reasonable notification and access for citizen of no less than 5 days.

Changes are highlighted on the attachment.

STAFF RECOMMENDATION: To approve the amendments made to the CPP.

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga to authorize staff to hire Ramboll to complete and engineering study related to the persistent flooding on Edgewater Street.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory

Nays: None

MOTION PASSES

S. Resolution Authorizing Issuance of 2020 Capital Improvement Bonds
Finance

SUMMARY OF REQUEST: To approve the Resolution Authorizing Issuance of 2020 Capital Improvement Bonds not to exceed \$8,000,000.

The 2020 Capital Improvement Bonds are being issued for additions and improvements to the Muskegon Central Dispatch 9-1-1 facility and fire station, Hartshorn Marina including new docks, clubhouse and pool, Hartshorn Village including water, sewer and road improvements, to acquire police department body camera equipment and the refinancing of existing financing for a new roof and heating, ventilation and cooling improvements to Mercy Health Arena not to exceed \$8,000,000.

Motion by Commissioner Johnson second by Commissioner Ramsey, to approve the Resolution Authorizing Issuance of 2020 Capital Improvement Bonds not to exceed \$8,000,000.

ROLL VOTE: Ayes: Gawron, Hood, Ramsey, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

2020-64 PUBLIC HEARINGS:

A. Business Improvement District (BID) Public Hearing Development

Economic

SUMMARY OF REQUEST: A public hearing has been scheduled to receive comment on a proposed three-year renewal of the Downtown Muskegon Business Improvement District special assessments through a resolution establishing the district, rates and budget for 2021-2023.

The Muskegon City Commission has approved the Downtown Muskegon Business Improvement District three times since 2016 to enhance the public services in the central business district. The current three-year BID special assessment expires December 31, 2020. The BID Board recommends a three-year renewal of the BID with a reduced district footprint, the same special assessment rates providing a reduced budget that would focus work on summer landscaping and winter sidewalk snow removal. The proposed BID would generate approximately \$113,000 in special assessment revenues each year to be collected on the winter tax bills. Class A properties, the commercial properties involved in downtown activities and business, would be assessed \$0.08 per square foot of land with a cap of \$4,000. Class B properties, those zoned for industry and manufacturing, would be assessed \$0.04 per square foot of land with a cap of \$2,000. Staff will track the number of objections and the percentage of the assessment for the objecting properties. After hearing public comment, the attached resolution would establish the district, rate, budget and appoint two commissioners to the Board of Assessors. The special assessment roll also is attached and would be subject to a second public hearing before the Muskegon City Commission in October if the district is created.

STAFF RECOMMENDATION: To close the public hearing and approve the resolution to create a Downtown Muskegon Business Improvement District, special assessment rate and budget for 2021, 2022, and 2023, additionally naming two commissioners to the Board of Assessors.

PUBLIC HEARING COMMENCED:

The following comments were received at the meeting via Zoom:

Diane Foster, 135 Ottawa – asked where BID (boundaries) is.

Motion by Vice Mayor Hood second by Commissioner Rinsema-Sybenga, to close the public hearing and approve the resolution to create a Downtown Muskegon Business Improvement District, special assessment rate and budget for 2021, 2022, and 2023, additionally naming two commissioners to the Board of Assessors.

ROLL VOTE: Ayes: Hood, Ramsey, German, Rinsema-Sybenga, Emory, Johnson,

and Gawron

Nays: None

MOTION PASSES

2020-65 UNFINISHED BUSINESS:

A. Amendment to Zoning Ordinance – Marihuana Overlay District
Planning

SUMMARY OF REQUEST: Staff-initiated request to amend Section 2331 of the zoning ordinance to include Districts 4 and 5, excluding 863 and 885 E. Apple., into the marihuana facilities overlay district.

Second reading that includes the approval of Districts 4 and 5, excluding 963 and 885 E. Apple, because of a typo on the first reading.

Staff will also be recommending a first hearing on expanding the district to include the proper addresses of 863 and 885 E. Apple.

STAFF RECOMMENDATION: To approve the request to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to include districts 4 and 5 as presented, excluding 863 and 885 E. Apple.

Motion by Commissioner Johnson second by Commissioner Emory to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to include 796 E. Apple for provisioning and retail uses, 981 S. Getty Street for growing and processing uses, and 935 S. Getty Street for provisioning and retail uses.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Johnson, Gawron, and Hood

Nays: Ramsey and Emory

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga second by Vice Mayor Hood to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to include 623 W. Clay for Microbusiness uses, 639 W. Clay for Microbusiness uses, and 920 Washington for provisioning and retail uses – third floor or higher.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Gawron, and Hood

Nays: Emory, Johnson, and Ramsey

MOTION PASSES

B. Amendment to Zoning Ordinance – Marihuana Overlay District
Planning

SUMMARY OF REQUEST: Staff initiated request to amend Section 2331 of the zoning ordinance to include 863 and 885 E. Apple Avenue into the marihuana

facilities overlay district.

First reading that includes adding 863 and 885 E. Apple into the marihuana facilities overlay district. These addresses were left out of the second reading of the first request because of a typo that listed them as being on Laketon Avenue instead of Apple Avenue.

STAFF RECOMMENDATION: To approve the request to amend Section 2331 of the zoning ordinance to include 863 and 885 E. Apple Avenue into the marihuana facilities overly district.

Motion by Commissioner Rinsema-Sybenga second by Commissioner German to amend Section 2331 of the zoning ordinance to expand the marihuana facilities overlay district to include 863 and 885 E Apple for provisioning, retail, and microbusiness use.

ROLL VOTE: Ayes: Rinsema-Sybenga, Gawron, Hood, and German

Nays: Emory, Johnson, and Ramsey

MOTION PASSES

2020-66 ANY OTHER BUSINESS:

Mayor, Stephen J. Gawron, suggested a Legislative Meeting to further discuss the Gift Card Program communication from the City Attorney. The Legislative Policy meeting to be held September 23, 2020 at 5:30 p.m.

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

Commissioner German left at 9:40 p.m.

ADJOURNMENT: The City Commission meeting adjourned 9:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: MERS Representatives
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: Certification of MERS Representatives	
Detailed Summary: The MERS plan document provides that "the governing body for each municipality shall certify the names of two (2) delegates to the Annual Meeting. One delegate shall be a member who is an officer of the municipality appointed by the governing body of the municipality. The other delegate shall be a member who is not an officer of the municipality, elected by the member officer/employees of the municipality." The City's employee units previously agreed to a rotating system (based on date of joining MERS) to select one official employee representative. This year the official employee representative attending the MERS conference will be Josh DeHoag from the Police Unit. It is recommended that Kenneth Grant (Assistant Finance Director) be designated as the City's employer delegate.	
Amount Requested: Free this year(virtual)	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Certification of Kenneth Grant and Josh DeHoag to be the City's officer and employee delegates at the virtual MERS annual business meeting on September 24, 2020.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



2020 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | September 24, 2020

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Kenneth Grant

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2020 MERS Business Meeting by official action of the governing body (or chief judge for a participating court) on **September 22**, 2020.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Josh DeHoag

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2020 MERS Business Meeting by secret ballot election conducted by an authorized officer on **September 22**, 2020.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. An **electronic signature is permissible**.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

City of Muskegon

Municipality number*

56320

Email address

ann.meisch@shorelinecity.ci

Employer address

933 Terrace

Employer city

Muskegon

Employer state

MI

Employer zip code

49440

Printed name

Title of authorized authority*

Kimberly Young

Authorized signature*

Date

* Required field

2
ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s). OR
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 09/22/2020	Title: Alum Rapid Mixer
Submitted By: Sanjeev Mungarwadi	Department: Public Works - Filtration
Brief Summary: Filtration plant is requesting approval to procure custom designed new rapid mixer from Fusion Fluid Equipment to replace the current mixer.	
Detailed Summary: Filtration Plant had two rapid mixers from Texas based firm Mastrrr to feed alum and were prone to frequent failure of bearings. Two years ago, we contacted Fusion Fluid, a local firm to provide a custom designed solution with replaceable parts. The new mixer was procured and installed in January 2019 and has been running well. Plant is requesting to procure one more custom designed unit to replace the remaining Mastrrr mixer at a cost of \$23,793. The funding will come from budgeted item for Water Filtration Plant – WMRWA Eligible in the 20/21 Budget for \$500,000.	
Amount Requested: \$23,793	Amount Budgeted: \$500,000
Fund(s) or Account(s): 591	Fund(s) or Account(s): 591
Recommended Motion: Authorize staff to procure mixer from Fusion Fluid Equipment at a cost of \$23,793.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Quotation

Date: 8-25-2020	Quote #: QMS021320X5
To: Dubric	Tag:
	Prepared by: John Morris
	Email: john@fusionfluid.com
Attention: Greg Pott	Contact Fusion Fluid Equipment
Phone: (616)340-3394	Phone: (231) 981 - 7292 x 16
Fax:	Fax: (231) 292-1027
Email: greg.pott@ksb.com	8555 Silver Creek Rd, Whitehall, MI 49461

Description

Model Number: CS-SSB (Custom Solution - High Pressure Stuffing Box)	\$ 23,793.00
Duplicate to SN 180981A	Net Each
Motor Drive Specifications	
Motor Power (HP)	5 HP (1750 RPM) Use Existing Motors
Nominal Input	460V/3ph/60hz
Motor Duty	Inverter & Washdown Duty
Enclosure	TEFC - (IP54)
High Speed Coupling	Flex-Coupling
Service Factor (min)	1.15
Machine / Mounting	
Drive Type	V-Belt Drive with custom bearing housing
Mixer Shaft	Hollow Bore Connection
Output Speed	3600 RPM
Mounting	Pedestal Spool / 6 inch 150# ANSI Flange
Inspection T	6" ANSI Flange Inspection Tee
Stuffing Box	High Pressure Stuffing Box
Retraction Spool	Retraction Spool to Engage Knife Gate
Shaft Specifications	
Shaft Diameter (in)	1.5 - Custom Hollow Shaft for Alum Injection
Shaft Length (in)	Current Deign
Impeller Specifications	
Impeller Type/dia (inch)	5 inch - Marine Style,
Impeller Attachment	Welded
Wetted Parts Finish / Material	Mill Finish / 316L SS
Approval Drawings 1.5 Weeks Shipment 5 Weeks after drawing approval	

Terms - within the United States

- > First Time Orders: \$0 - \$10,000 - Cash, credit card, or COD
- > Established Accounts: \$0 - \$10,000 - Net 30 with approved credit, unless otherwise negotiated.
- > Established Accounts: \$10,000.01 & above - 50% at time of order, 50% Net 30 with approved credit
- > FOB Whitehall, MI

QUOTATION VALID FOR 30 DAYS

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: MUFD Boat Motor Replacement (2)
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Unit 73 (Rescue/Recovery Boat) has experienced outboard motors problems for some time. The motors were NOT reliable and spent time in the shop during the summer months. Baker Marine advised that the starboard motor had a piston malfunction and was not worth fixing due to the fact that engine is 20 years old. A new dual motor system was recommended to replace our current twin Mercury Optima 150hp outboards. We will also sell and/or trade in the existing motors that may reduce the overall cost of the replacement project. I recommend at this time that the motors be purchased, installed and serviced by Sport Fisherman's of Muskegon.	
Detailed Summary:	
Amount Requested: \$28,186	Amount Budgeted:
Fund(s) or Account(s): 101-50336-5770	Fund(s) or Account(s):
Recommended Motion: Approve purchase request for two boat motors.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☒ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 9/14/20 Employee: AM JACOB DYER

	Bidder #1	Bidder #2	Bidder #3
Vendor	SPORTFISHERMAN'S	HALLS SPORT CENTER	LYNDEN SPORT CENTER
Address	599 OTTAWA ST MUSKEGON, MI 49442	759 E BROADWAY MUSKEGON, MI 49441	1016 O'MALLEY DR COOPERSVILLE, MI 49404
Telephone Number	231-722-4206	231-733-2433	616-997-8888
Fax Number	231-725-2670		616-997-4888
Accept Mastercard			
Quoted By	JEFF PFHISTNER	HAYDEN HALL	DOUGLAS VANDENBURG

Description & Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
TWO MERCURY 10 X 1 RIGGING PARTS & LABOR	\$28,186		\$36,283.8		\$27,200	
TWO YAMAHA 150 RIGGING PARTS & LABOR			\$37,000			
GULL LAKE MARINE OF COOPERSVILLE 616-745-7077						
**TWO SUZUKI 150 RIGGING PARTS & LABOR	\$38,405					

Bidder _____ approved by _____

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 9-14-2020 Employee: AM Jacob Dyer

	Bidder #1	Bidder #2	Bidder #3
Vendor	Sport Fishermen's	Halls Sport Center	Lynden Sport center
Address	599 Ottawa St.	759 Coopersville E. Broadway	1016 O'Malley Dr. Coopersville
Telephone Number	231-722-4206	231-733-2433	616-997-8888
Fax Number	231-725-2670		616-997-4888
Accept Mastercard			
Quoted By	Jeff Pfhistner	Hayden Hall	Douglas Vandenburg
Description & Quantity	Unit Price Total	Unit Price Total	Unit Price Total
Two Mercury 150X1 Rigging - Parts & Labor	<u>Total</u> 28,186	<u>Total</u> 36,283.8	<u>Total</u> 27,200
Two Yamaha 150 Rigging Parts & Labor		<u>Total</u> 37,000	
* Two Suzuki 150 Rigging Parts & Labor	<u>Total</u> 38,405 *		

Bidder _____ approved by _____

* Suzuki Quote
provided by Gull Lake
Marine of Coopersville
616-745-7077

Danielle Thomas

From: Jacob Dyer
Sent: Tuesday, September 15, 2020 12:39 AM
To: Jeff Lewis; Danielle Thomas
Cc: Jay Paulson; Keith McMillan
Subject: Outboard Quotes
Attachments: Outboard Quotes.pdf

Chief,

Here is the bid sheet for the outboard motors for R73 as you requested. Halls Sport Center was the only place that would provide me with a quote for Yamaha motors. I noted at the bottom of my bid form Gull Lake marine was the only place I could find Suzuki quotes. Also attached are the quotes that were provided to me. I attached a filled out request to spend form for the Lynden Sports Center quote as that was the cheapest. If that is the bid you choose hopefully it will make the process easier. If you have any questions I will answer them the best I can. Also be advised these are the quotes without a trade in discount on the old motors, Halls told me they do not want the old motors so there will be no further discount applied to that one.

Thanks,
AM Dyer

Part Quote

Sold To: HAYDEN DEAL -HALL

Date: 09/14/2020 5:19 PM



Ten 92
Free
33-2433
Muskegon
(616)847-1455 Grand
(616)791-4566 Standale
Hayden

Sold	S/O	Lay	F/U	Part Number	Sup	Description	Est Price	Bin
1	o	o	O	MISCO		MERCURY 150XL	\$12,730.00	
1	o	o	O	MISCI		MERCURY 150CXL	\$14 sco.oc	
1	o	o	O	MISC2		LABOR, PARTS, SHOP SUPPLIES-BALLPARK, MAY	\$6 oco.co	
NOT EXCEED							Subtotal	\$34,231.00
							Sales Tax	\$2,053.80
							Quote Total	536,281.00

36,283.8

This is Part Quote only. All prices are subject to change.

OPEN MON-FRI 8AM TO 6PM, SAT 9AM TO 3PM FEB - DEC

FACTORY CERTIFIED TECHS BY BENNINGTON, EVINRUDE, FOUR WINNS, MERCURY, VOLVO PENTA & YAMAHA.

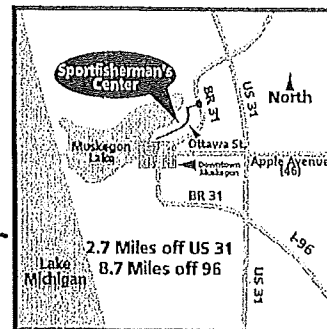
NO RETURNS ON ELECTRICAL PARTS

15%RESTOCKING FEE ON ALL RETURNED PARTS

NO RETURNS ON SPECIAL ORDER PARTS WITHOUT PRIOR MANUFACTURER APPROVAL

THIS IS AN ESTIMATE ONLY, AND MUST BE APPROVED WITHIN 30 DAYS FOR HALLS SPORT CENTER TO NONCR THIS ESTIMATE AS WRITTEN. ESTIMATE DOES NOT INCLUDE ANY ITEMS NOT LISTED.

Sportfisherman's
CENTER



Your complete fishing boat center

Date:		9/14/2020
Base	\$	23,570.00
Rebate	\$	.
SFC Rebate	\$	
Sub-Total	\$	23,570.00
Tax	\$	1,414.20
Total B4 Options	\$	24,984.20

Added Options	\$ 2,416.80
Freight	\$ 0.00
Prep	\$ 0.00
Title Reg.	\$
Doc Fees	\$
Rigging	\$ 2,200.00
Ext. Warranty	\$ 0.00
Grand Total	\$ 29,601.00
Deposit	\$ 1,414.20
Less Trade	\$ 0.00
Balance	\$ 28,186.80

AMOUNT

dual binnacle control box	\$	800.00
throttle/shift cables x 2	\$	240.00
key switches	\$	380.00
props/aluminum	\$	500.00
wiring harness x 2	\$	360.00

Note: deposit reflects sales tax credit	\$	
quote sheet does not allow for tax	\$	
exemption	\$	

Quote prepared by:	Jeff
TERM 144	RATE 5.09%
PER MONTH	\$261.97

Total Options	\$	2,280.00
Tax on Options	\$	136.80
Total Options Plus Tax	\$	2,416.80

TRADE IN: \$

Cash	Finance
------	---------

9/14/2020

Jacob Dyer

From: Douglas Vandenberg <doug@lyndensportscenter.com>
Sent: Monday, September 14, 2020 2:01 PM
To: Jacob Dyer
Subject: 150 's

Jacob

Re quote;

Two 150 merc xl 25" transom 13600 installed each. Re Rig and Rig Government pricing

Doug Vandenberg
Lynden Sports Center

WARNING: This email originated outside of the City of Muskegon email system!
DO NOT CLICK links if the sender is unknown.
NEVER provide your User ID or Password.

MUSKEGON FIRE DEPARTMENT - REQUEST TO SPEND

Clear Form

Please submit this form BEFORE purchasing any items

Date of request: 9-14-2020 Requested By: AM Dyer

Store/business items to be purchased/ordered from:

Lynden Sports Center

Item(s) to be purchased: 2 (Two) Mercury 150 hp x1 Outboards & Install

Reason for purchase: Replace old motors on R73

Amount Requested: 27,200 (no sales tax) ☒ Estimate Attached (Email)

Payment Type: ☐ Credit Card ☐ Charge to Account (Invoiced)

GL Account#

Requestor's Comments:

Quotes requested by Chief Lewis for new motors, this was the cheapest quote I received out of 5. Also cheaper than quotes for, Yamaha, and Suzuki.

Requestor's Signature: [Signature]

☐ Approved

☐ Denied

Date:

Deputy Director's Signature: _____

☐ Approved

☐ Denied

Date: _____

Directors Comments:

Director's Signature: _____

P.O. # _____ Executive Assistant Initials & Date: _____

Orders over \$500.01 require the Director's signature and assigned purchase order number. The signed form will be returned to the requester. The assigned purchase order number must be used when placing the order. Submit all packing and billing documents to the Public Safety Office for payment processing.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: MUFD Fire Engine Purchase
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: The Fire Department is currently in need of a second reserve engine. We are requesting the approval of the purchase of a pre-owned 2001 Spartan/KME fire apparatus to replace Reserve Engine 22. An inspection was completed and staff recommended the purchase of this apparatus to enhance our capabilities at Fire to provide a dependable Reserve Engine when a frontline engine is in need to repair. Inspecting Fire Staff advised this asking price was fair. Please review attached picture and description from Deputy Director Paulson.	
Detailed Summary:	
Amount Requested: \$35,000.00	Amount Budgeted:
Fund(s) or Account(s): 101-50336-5720	Fund(s) or Account(s):
Recommended Motion: Purchase approval for a used Fire Engine from Saginaw Township Fire Department.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☒ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Brief Summary: The fire department is requesting the purchase of a 2001 Spartan / KME fire apparatus for the Saginaw Township Fire Department. This unit will replace our Engine 21, a 1994 Freightliner fire apparatus with 155, 135 miles and 12,822 engine hours.

Detailed Summary: A comprehensive inspection of the Saginaw Township was conducted on September 15th. We found the Saginaw Township fire apparatus to be in very good shape. The unit has low mileage at 25,288 miles and with 3,784 of engine hours. The unit is equipped with a 330 HP Detroit Diesel, Allison automatic transmission, 500 gallon water tank with a 30 gallon foam tank and 1,250 gpm Waterous fire pump. The purchase would include a 35' extension ladder, roof ladder, attic ladder, "pike poles", Setcom intercom with headset. The fire pump and ladders just received their annual inspections and testing. The unit is set up very close to the current MFD fire units. Our inspection did reveal the unit would need several issues resolved but these issues would not prohibit the unit from being placed into immediate service. Noted issues: Miner power steering pump leak, coolant change, saddle bolt to be replaced on front spring, right rear air spring has moderate corrosion, a seat belt has fraying and the tires have good tread but exceeded the DOT (Department of Transportation) service life of 7 years.

Amount Requested: \$35,000



Submitted by Deputy Director Jay Paulson on 9-16-2020 via email.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: Amendment to the Zoning Ordinance
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to amend the FBC, UR section of the zoning ordinance to restrict three and four unit homes to parcels that have an alley or other recorded rear access easement for vehicles.	
Detailed Summary: To approve the request to amend the FBC, UR section of the zoning ordinance to restrict three and four unit homes to parcels that have an alley or other recorded rear access easement for vehicles.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion:	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

Zoning Ordinance Excerpt:

SE SMALL MULTI-UNIT BUILDING TYPE B	with PROJECTING PORCH			
	with STOOP	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
SE SMALL MULTI-UNIT BUILDING TYPE C	with LIGHTWELL			

Proposed Amendment in bold:

4 unit max by right, **only when useable alley or rear access easement is present.**

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the Form Based Code Section of the Zoning Ordinance to restrict three and four unit homes to parcels that have an alley or other recorded rear access easement for vehicles.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

In the Form Based Code, Urban Residential context area; three and four unit homes are redistricted to parcels that have an alley or other recorded rear access easement for vehicles.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of September 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on September 22, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend the Form Based Code Section of the Zoning Ordinance to restrict three and four unit homes to parcels that have an alley or other recorded rear access easement for vehicles.

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

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

Published _____, 2020.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 9/22/20	Title: Amendment to the Zoning Ordinance Second Reading
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to amend Section 2331 of the zoning ordinance to include 863 and 885 E Apple Ave into the marihuana facilities overlay district.	
Detailed Summary: Second reading to include 863 and 885 E Apple into the marihuana facilities overlay district.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: to amend Section 2331 of the zoning ordinance to expand the marihuana facilities to include 863 E. Apple and 885 E. Apple Avenue for provisioning, retail and microbusiness use.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the Marihuana Facilities Overlay District to include 863 and 885 E Apple Ave.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The following properties will be added to the Marihuana Facilities Overlay District – 863 E Apple Ave and 885 E Apple Ave.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 8th day of September 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on September 22, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend the zoning ordinance to include 863 and 885 E Apple Ave into the Marihuana Facilities Overlay District.

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

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

Published _____, 2020.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: Sept 22, 2020	Title: 1601 Beach Lease Amendment
Submitted By: LeighAnn Mikesell	Department: Development Services
Brief Summary: Staff is seeking direction on an amendment to the current lease with 1601 Beach LLC to further extend the boundary of the land being leased for The Deck at Pere Marquette Park.	
Detailed Summary: The owners of 1601 Beach LLC are planning an additional expansion to their restaurant, The Deck. The expansion is south of the recent expansion toward the walkway to the pier and will include relocating the stage to reduce noise impacts on the neighborhood, two additional bars, a new snack bar, a gear shop, and revised concrete entrance at the south end of the existing building. In order to proceed with the expansion, the lease agreement needs to be modified to account for the additional land associated with the expansion.	
Amount Requested: None	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: to approve/deny the lease amendment with 1601 Beach LLC and authorize the mayor and clerk to sign	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Amendment") is entered into by and between **City of Muskegon** ("City"), a Michigan municipal corporation, and **1601 Beach, LLC**, a Michigan limited liability company ("LLC").

RECITALS

A. The City, as ground lessor, and LLC, as ground lessee (referred to in the Lease as "Harris"), are party to that certain Ground Lease dated December 10, 2013, as amended by that certain First Amendment to Lease dated February 19, 2020 (together, the "Lease"), pursuant to which LLC currently leases certain real property located in the City of Muskegon, County of Muskegon, Michigan, that being all of the real property commonly referred to as 1601 Beach Street, Muskegon, Michigan (Parcel No. 61-24-205-739-0001-20) and a portion of the real property commonly known as 1651 Beach Street, Muskegon, Michigan (Parcel No. 61-24-205-734-0001-00) (together, the "Premises"). LLC owns the buildings, physical improvements, equipment, fixtures, and trade fixtures located at the Premises, and operates a restaurant business at the Premises commonly known as "The Deck".

B. The City and LLC entered into the First Amendment to Lease pursuant to which LLC made certain expansions to its restaurant operations and made additional physical improvements, alterations, and additions to the Premises, the buildings and improvements thereon, and surrounding property.

C. LLC now desires to further expand its restaurant operations and make changes and additional physical improvements, alterations, and additions to the Premises, the buildings and improvements thereon, and surrounding property, substantially in accordance with the plans attached to this Amendment as **Exhibit A** (the "Second Expansion").

D. In order to complete the proposed Second Expansion, LLC needs to lease from the City additional land adjacent to and to the south of the Premises, that being an additional portion of the parcel of real property commonly known as 1651 Beach Street, Muskegon, Michigan (Parcel No. 61-24-205-734-0001-00). As a result of leasing such additional land, the total area leased from the City shall be that area depicted on the attached **Exhibit B** and legally described on the attached **Exhibit B-1** (the "Expanded Premises").

E. The City and LLC now wish to amend the Lease to expand the land leased to LLC to include all of the Expanded Premises. Capitalized terms not defined herein shall have the meanings of capitalized terms in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and LLC agree the Lease is amended as follows:

1. **Expansion of Leased Premises.** The Lease is hereby amended to provide that as of the Effective Date of this Amendment, the Premises leased by the City to LLC pursuant to the Lease shall instead be the Expanded Premises as depicted on Exhibit B hereto and described on Exhibit B-1 hereto. All references to the "Premises" and the "leased premises" in the Lease and First Amendment to Lease shall hereafter refer to the "Expanded Premises", and Exhibit B and Exhibit B-1 to this Amendment shall replace Exhibit A to the Lease (which was previously replaced by Exhibit B and Exhibit B-1 to the First Amendment to Lease). There shall be no increase or other change to the rent charged to LLC under the Lease.

2. **Use of Expanded Premises.** The Second Expansion proposed by LLC, including all proposed alterations, structural changes, and additional structures and improvements to the Expanded Premises and buildings thereon, is approved by the City, provided that LLC will comply with all laws, local ordinances, and lawful police and health regulations applicable to the use of the Expanded Premises. All additional and/or altered buildings, structures, and all fixtures, partitions, equipment, trade fixtures, alterations, improvements, or changes installed or made or affixed to the underlying real estate by LLC or at the direction of LLC shall be and remain owned by LLC, subject to the terms set forth in the last paragraph of Section 7 of the Lease. The City will put LLC into possession of the Expanded Premises for the full term of the Lease, together with any renewal options.

In addition to the use of the Expanded Premises, LLC will also continue to have the non-exclusive use of the land between the above-described Expanded Premises and Beach Street, throughout which LLC shall be permitted to make such landscaping alterations, improvements, and additions from time to time as it reasonably desires, subject to any necessary City approval and/or any required permits.

3. **Real Estate Taxes.** Pursuant to Section 12 of the Lease, LLC is responsible for paying all real estate taxes and assessments, both general and special, imposed by federal, state or local governmental authority, or any other taxing authority having jurisdiction over the Premises, against the land, buildings and all other improvements. LLC shall continue to be responsible for payment of all real estate taxes and assessments imposed against the Expanded Premises; provided, however, LLC shall only be responsible for payment of a pro rata portion of any real estate taxes and assessments imposed against 1651 Beach Street (Parcel No. 61-24-205-734-0001-00) and the buildings and improvements thereon, with such pro rata portion equal to the portion (in square feet) of 1651 Beach Street included in the Expanded Premises and actually leased by LLC, divided by the total area (in square feet) of 1651 Beach Street, as reasonably determined by the parties.

4. **Removal of Connecting Sidewalk; USACE Compliance.** The parties acknowledge that the proposed Second Expansion extends over and beyond a certain portion of sidewalk connecting the sidewalk running between Beach Street and the Premises and the main sidewalk, walkway, and revetment leading out to the south pier, as designated on Exhibit A as the "Connecting Sidewalk". For purposes of this Agreement, the main sidewalk, walkway, and revetment leading out to the south pier shall be referred to as the "Remaining Walkway". The Remaining Walkway is owned by the United States Army Corps of Engineers ("USACE") and therefore the areas immediately adjacent to the Remaining Walkway are subject to certain restrictions to allow the USACE to reasonably maintain the Remaining Walkway. The parties acknowledge and agree that in order to make the proposed alterations and improvements pursuant to the Second Expansion, the Connecting Sidewalk will need to be removed. LLC is hereby permitted to destroy and remove all of such Connecting Sidewalk located within the Expanded Premises at LLC's sole cost and expense, provided that LLC first obtain any necessary approvals from the USACE prior to destroying and removing the Connecting Sidewalk. LLC also agrees to obtain all necessary approvals from the USACE prior to making any of the proposed alterations and improvements proposed in this Amendment. LLC will comply with all applicable laws, local ordinances, and lawful police and health regulations in connection with its removal of the Connecting Sidewalk and completing the proposed Second Expansion. LLC shall not be required to replace or reconstruct the Connecting Sidewalk upon the expiration or termination of the Lease. The City will reasonably cooperate with LLC in destroying and removing the Connecting Sidewalk from the Expanded Premises and obtaining the necessary approvals to do so. In the event LLC is unable to obtain the approvals and permissions to complete the proposed Second Expansion to LLC's satisfaction, LLC may, by delivery of notice to the City, revoke and terminate this Amendment, in which case the Lease, as modified by the First Amendment to Lease, shall continue in full force and effect as if this Amendment was never executed.

5. **Full Force and Effect.** This Amendment shall become effective as of the date on which both parties have executed this Amendment as set forth below ("Effective Date"). Except as specifically

modified by this Amendment, the Lease is unmodified and shall continue in full force and effect. In the event any terms of this Amendment conflict with the terms of this Lease or the First Amendment to Lease, the terms of this Amendment shall control. Furthermore, this Amendment does not in any way modify, amend, supersede, or limit that certain Option Agreement between LLC and the City dated February 19, 2020, and such Option Agreement remains in full force and effect.

6. **Counterparts.** This Amendment may be signed in one or more counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures on this Amendment and each of the counterparts were on the same instrument. Electronic copies and signatures sent in PDF format shall be treated as originals.

The parties hereto have duly executed this Amendment to be effective as of the Effective Date.

LESSOR: City of Muskegon

LESSEE: 1601 Beach, LLC

Name: _____
Title: _____
Date: _____

Name: Fred Scharmer
Title: Manager
Date: _____

Name: _____
Title: _____
Date: _____

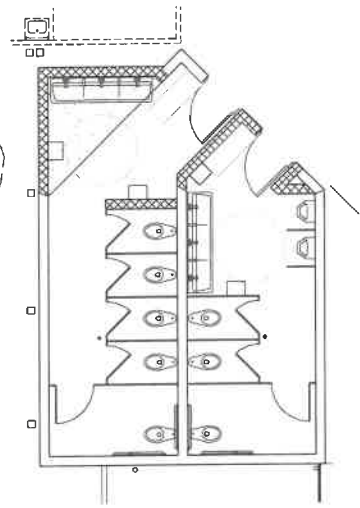
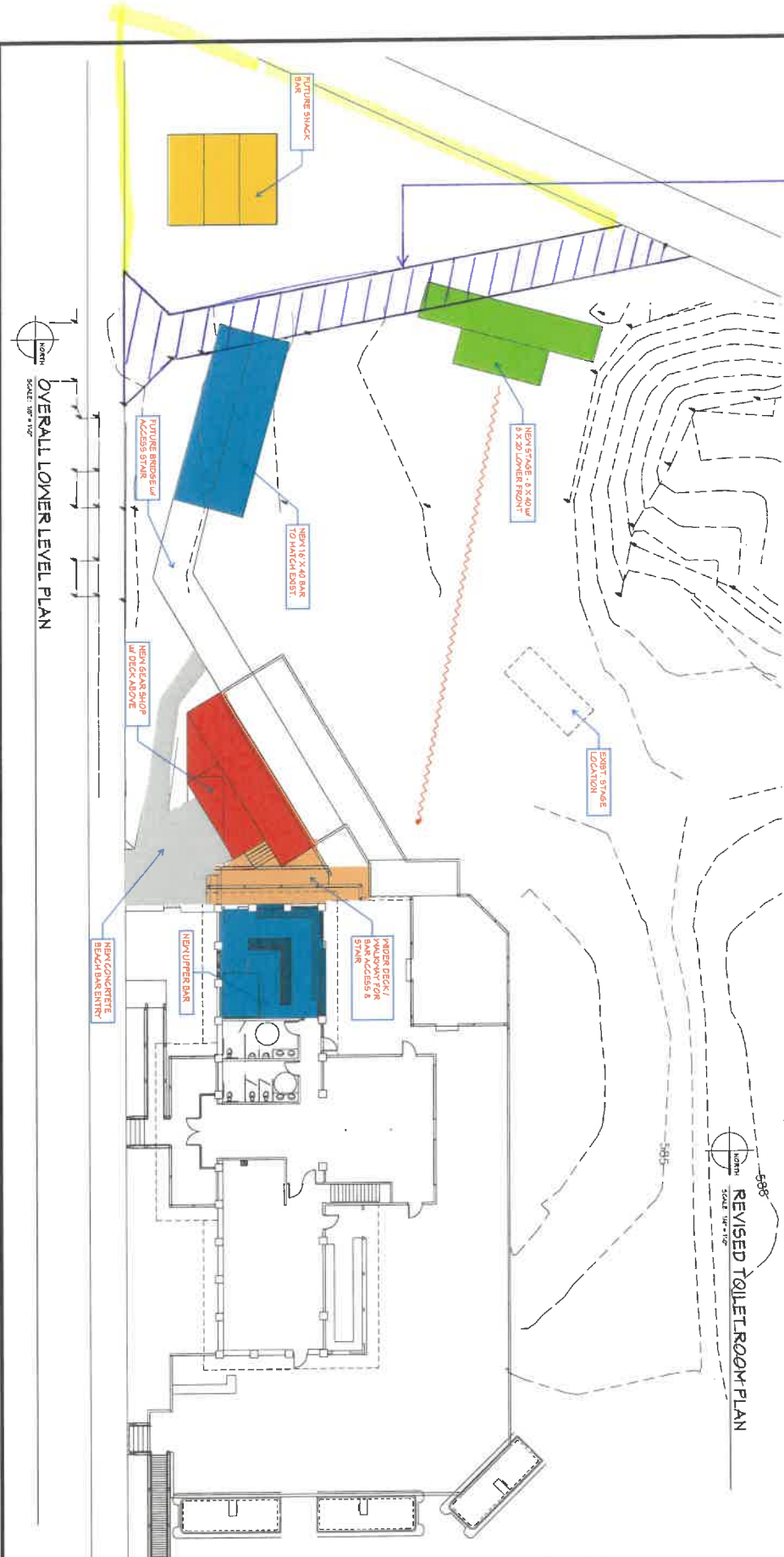
[Signature Page to Second Amendment to Lease]

Exhibit A

Proposed Second Expansion Plans

[See attached]

Connecting Sidewalk



REVISED TOILET ROOM PLAN

PROPOSED TRANSIENT DOCKS @
THE DECK
 1601 BEACH STREET MUSKEGON, MICHIGAN



CONCEPT DESIGN STUDIO, INC.
 500 E. ELLIS ROAD, SUITE 505
 NORTON SHORES, MI 49441
 PH. (231) 799-4850
 FAX (231) 799-4837

A1.03

SHEET NO.

DATE

BY

PROJECT

REVISIONS

DATE

BY

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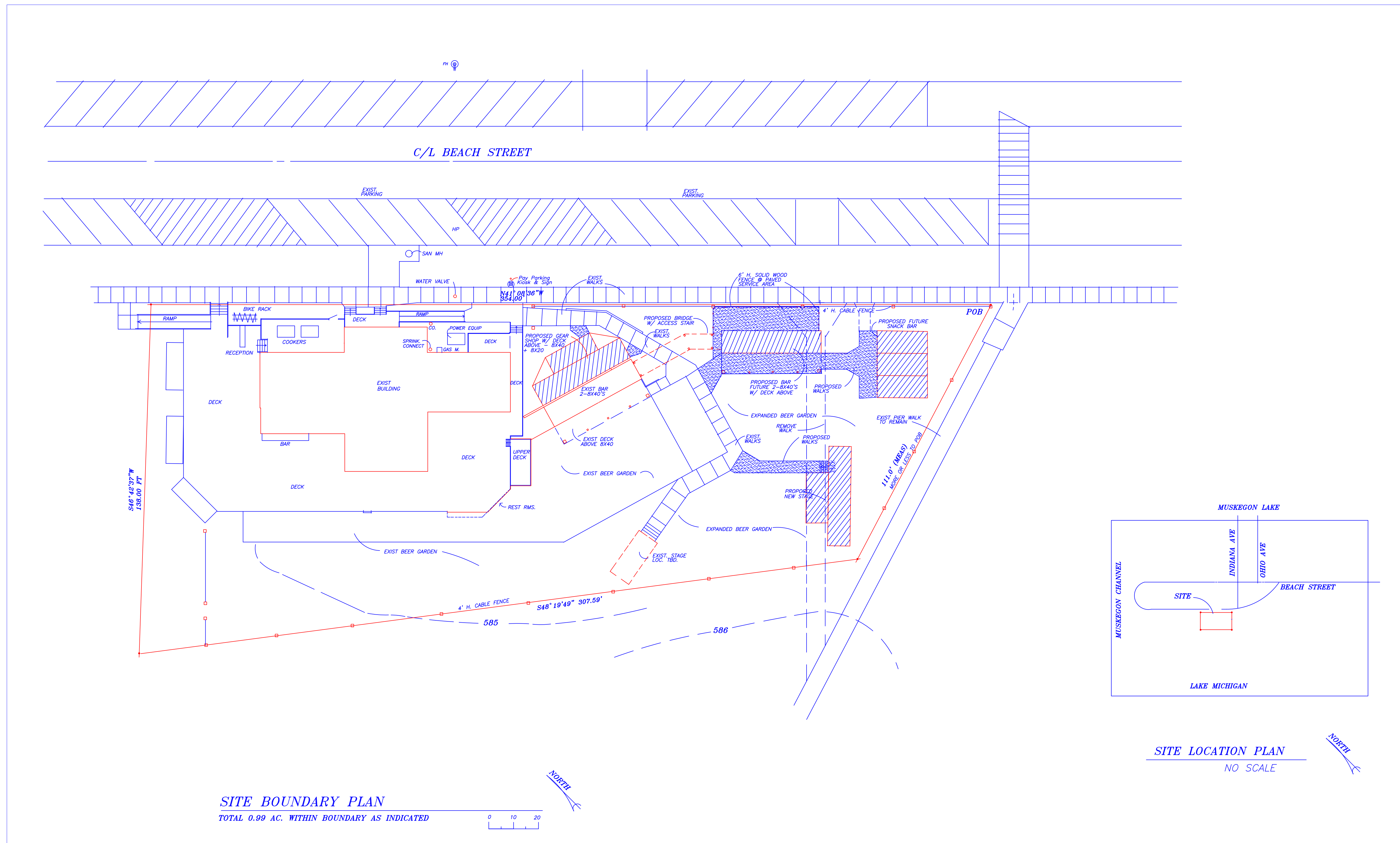
REVISIONS

DATE

Exhibit B

Depiction of Expanded Premises

[See attached]



PROPERTY INFORMATION

ADDRESS: 1601 BEACH STREET

ZONING: OSR

SETBACKS: Front=10' Side=6'&10' Rear=10'

LEASE DESCRIPTION

(See attachment for the Boundary Survey)

GENERAL NOTES:

1. FIELD VERIFY ALL CONDITIONS AND REPORT ANY DIFFERENCES TO ARCHITECT
2. CONTACT MISS DIGG PRIOR TO ANY EXCAVATION.
3. SITE INFORMATION PROVIDED BY OWNER, INTERVIEW WITH CURRENT CONTRACTOR AND SITE VISITS.
4. COPIES OF THIS DOCUMENT ARE PROHIBITED UNLESS AUTHORIZED BY ARCHITECT IN WRITING — AND ARCHITECT IS NOT RESPONSIBLE FOR ANY LIABILITY RELATED TO THIS PROJECT, PAST, PRESENT, OR FUTURE.
5. ALL WORK IS TO MEET CURRENT CITY ORDINANCE AND ALL APPLICABLE CODES & STANDARDS.

PROJECT NAME:	PROPOSED BOUNDARY SURVEY	
DESIGNED BY:	MDB	
CHECKED BY:	MDB	
DATE:	09.19.2020	
MICHAEL BELT, RA NCARB ECO ARCHITECT DESIGNS & LANDSCAPES, PLLC 918 DYKSTRA ROAD, N. MUSKEGON, MI 49445 CELL: 517.525.1204 michael.belt@comcast.net		
FOR:	THE DECK 1601 BEACH STREET MUSKEGON, MI	
NO. REVISIONS	NO.	DATE
1	1	08.27.2020
2	2	
3	3	

Exhibit B-1

Legal Description of Expanded Premises

Exhibit A

The following premises situated in the City of Muskegon, County of Muskegon, State of Michigan:

Land in the City of Muskegon, County of Muskegon, and the State of Michigan being part of Blocks 738 and 739, Revised City of Muskegon Plat of 1903, as recorded in Liber 3 of Plats Page 71, Muskegon County Records, more particularly described as: Commencing at the Southwest corner of Lot 1, Block 758, plat of Central Land Co's Sub-Division, as recorded in Book 3 of Plats, Page 84, Muskegon County Records;
thence South 61 degrees 33 minutes 31 seconds West 474.79 feet;
thence North 41 degrees 08 minutes 36 seconds West 6.03 feet to the Place of Beginning;
thence continuing North 41 degrees 08 minutes 36 seconds West 354.00 feet;
thence South 46 degrees 42 minutes 37 seconds West 138.00 feet;
thence South 48 degrees 19 minutes 49 seconds East 307.59 feet;
thence 111.00 feet more or less at 4 feet North of the existing concrete pier sidewalk to the Place of Beginning.

Parcel No.: 61-24-205-739-0001-20

Part of Parcel No.: 61-24-205-734-0001-00

Commonly known as: 1601 Beach Street

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 9/22/2020	Title: Lakeside BID Special Assessment Recommendation
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The Lakeside BID Board has voted to petition the City Commission to establish a Special Assessment District inclusive of all commercial parcels in the BID in order to raise funds for public maintenance and improvements.	
Detailed Summary: The Lakeside Business Improvement District Board has recommended a special assessment amount to fund BID improvements in the Lakeside Corridor for a period of 3 years, with potential to renew the assessment at the end of the term depending on the amount of TIF capture by their desired Corridor Improvement Authority. The attachments to this cover sheet reflect the costs per square foot of every address in the bid, as well as a map outlining the BID district approved by the Commission last year. The total anticipated capture of this assessment is \$24,011.03, which will be used by the BID Board to provide for winter maintenance of sidewalks, plowing, landscaping maintenance, and marketing materials for the district. The attached Resolution of Intent to create the special assessment district will start the process, and staff will complete all required publications and postings prior to the proposed hearing date of October 27th during the regular commission meeting.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve Resolution of Intent to Establish a Special Assessment District in the Lakeside BID and schedule the required public hearing for October 27 th during the Regular Commission Meeting.	
For City Clerk Use Only: Commission Action:	

LAKESIDE BUSINESS IMPROVEMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 16TH, 2020
MINUTES

Board Members Present: R. Ghezzi, M. Floermon, K. Bearnsly, A. Serio, R. Jenkins, F. Peterson

Board Members Absent: M. Kordecki, T. Wasserman, B. Evans

Others Present: S. Carpenter, L. Hopson, M. Aney, J. Eckholm

Meeting called to order at 8:38am by Chair Peterson

Discussion on Agenda Item 1, "Updated BID Assessment Numbers"

Discussion on Agenda Item 2, "Final BID Assessment Recommendation"

Motion by Floermon, Second by Jenkins to petition the City Commission of the City of Muskegon to establish a Special Assessment District for a period of three years as presented.

Ayes: Floermon, Peterson, Bearnsly, Serio, Jenkins

Nays: Ghezzi

Absent: Kordecki, Wasserman, Evans

MOTION PASSES

Discussion on Agenda Item 3 "Repairs and Improvements to Lakeshore Drive"

Motion by Floermon, Second by Bearnsly to adjourn.

Meeting adjourned by Chair Peterson at 9:42am.

Resolution _____

Intent to Establish a Special Assessment District as Petitioned by The Lakeside Business Improvement District Board

Whereas; The Business Improvement District Board has met on September 16th, 2020 and voted to petition the City Commission of the City of Muskegon to establish a Special Assessment District to fund improvements in the BID, **and;**

Whereas; Michigan Public Act 120 of 1961 provides the ability of Business Improvement Districts to manage funds from square footage based special assessments for eligible improvements and programming in the district boundaries, **and;**

Whereas; The Lakeside BID has proposed an assessment within the statutory limits of Public Act 120, totaling estimated revenues of \$24,011.03 in the first year as enumerated in Exhibit A of this document, **and;**

Whereas; The City has made substantial improvements to the streetscape, lighting, and landscaping in the corridor that improves the aesthetic and accessibility of the business district that will require significant ongoing maintenance, **and;**

Whereas; The Lakeside Business Improvement District Board intends to provide for sidewalk snow removal, plowing, landscape and streetscape maintenance, and other programming in the area;

Now, Therefore be it Resolved; that the City Commission of the City of Muskegon intends to establish a Special Assessment District in the Lakeside Business District, and a public hearing will be held on October 27th, 2020 at Regular Meeting of the City Commission.

Proposed DRAFT

Business/Owner	Address	Parcel #	Acerage (sq. ft)	Assessment
Wasserman's Flowers and Gifts	1595	61-24-205-529-0004-00	8402.724	\$ 420.14
T4 Group	1700	61-24-205-609-0002-00	32500.116	\$ 1,625.01
Garrett Law Offices	1732	61-24-205-609-0007-00	9239.076	\$ 461.95
RCP Marketing	1756/1786	61-24-205-609-0010-00/61-24-205-609-0013-00	29233.116	\$ 1,461.66
Richard A Ghezzi Estate	1812	61-24-205-596-0001-00	18251.64	\$ 912.58
Frontier	1831	61-24-205-624-0001-00	12867.624	\$ 321.69
Pastoor James R JR Trust	1836	61-24-205-596-0002-00	8089.092	\$ 404.45
VF Ventures LLC	1845	61-24-205-624-0003-00	22111.056	\$ 1,105.55
Patricia Roy, DO	1864	61-24-205-596-0002-10	12780.504	\$ 639.03
Paul R Korndorfer	1883	61-24-205-625-0001-00	8311.248	\$ 415.56
Paul R Korndorfer	1891	61-24-205-625-0002-00	7853.868	\$ 392.69
SHM Great Lakes	1920	61-24-205-596-0008-00	1213002.252	\$ 2,000.00
The Only Cannoli/ Lake Effect Sport/	1927	61-24-205-627-0001-00	10227.888	\$ 511.39
Lakeside Emporium	1930	61-24-205-596-0004-00	15555.276	\$ 777.76
Richard P Ghezzi	1937	61-24-205-627-0002-00	9265.212	\$ 463.26
Lauren Taylor Eyeware	1945	61-24-205-627-0003-00	5275.116	\$ 263.76
1950 Lakeshore Drve LLC	1950	61-24-205-596-0004-20	12026.916	\$ 601.35
Level 6	1953	61-24-205-627-0004-00	8280.756	\$ 414.04
Lakeside Landing/ Lakeshore Tavern/The Table	1965	61-24-205-627-0005-00	8502.912	\$ 425.15
Marine Tap Room	1983	61-24-205-635-0001-00	8154.432	\$ 407.72
BTBG Investments LLC	1991	61-24-205-635-0002-00	46121.328	\$ 2,000.00
Zaloma's Pizza/Anchor Property Management	2009	61-24-205-635-0006-00	6037.416	\$ 301.87
Ghezzi's Market	2017	61-24-205-635-0007-00	8076.024	\$ 403.80
Gawkowski Properties Lakeshore LLC	2020	61-24-205-596-0007-00	5654.088	\$ 282.70
Apple Knits and Purls	2033	61-24-205-636-0001-00	7531.524	\$ 376.58
Complete Automotive Servies	2034	61-24-205-597-0001-00	9487.368	\$ 237.18
Auto Body Clinic	2054	61-24-205-597-0004-00	7614.288	\$ 190.36
Cannon Service Center/ Shoreline Service Bait	2080	61-24-205-597-0005-00	15071.76	\$ 376.79
Lakeshore Federal Credit Union	2182	61-24-205-597-0017-00	32569.812	\$ 1,628.49
Daniel C. Swarwar D.D.S P.C	2187	61-24-205-641-0005-00	10807.236	\$ 540.36
Lakeshore Environmental Inc.	2341	61-24-205-664-0011-00	7923.564	\$ 396.18
Lotta Lakeshore	2445	61-24-205-677-0005-00	9474.3	\$ 473.72
Waters Edge Fitness	2465	61-24-205-678-0001-02	16552.8	\$ 827.64
Frosty Cove	2565	61-24-205-693-0001-01	39012.336	\$ 1,950.62
TOTAL			1681864.668	\$ 24,011.03

Total # of Parcels		84	Lakeside BID assessment rates
Commercial	32	5 cents a square foot/capped at \$2,000	
Automotive and Utility	4	2.5 cents a square foot/capped at \$1,000	
Nonprofit	2	no assessment	
Governmental	8	no assessment	
Residential	38	no assessment	

Proposed Lakeside BID budget

Snow removal	\$12,000
Landscaping	\$4,500
Promotions/marketing	\$4,000
Administration	\$3,750
Contingency	\$683
Total	\$24,933.00

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 9/22/2020	Title: Lakeside Corridor Improvement Authority
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The Lakeside BID Board and the Lakeside District Association have requested that the City allow the establishment of a Corridor Improvement Authority, pursuant to Public Act 57 of 2018.	
Detailed Summary: The Lakeside Business Improvement District Board has recommended a special assessment amount to fund BID improvements in the Lakeside Corridor, but would like to establish a TIF District to eventually replace the extra assessment on property owners in that corridor. This compromise was originally discussed in 2019, prior to the approval and creation of the Lakeside BID. The CIA would act similarly to the Downtown Development Authority, collecting TIF funds that would be used to make improvements, maintain streetscaping and landscaping, and to promote the business corridor. In your packet is a resolution of intent that begins the public hearing and notice process to establish the CIA. Staff has also provided an information packet on Corridor Improvement Authorities, their operations, and what they can statutorily use their funding to do. The Resolution of Intent provided in the packet would begin the process and staff would complete all required publications and postings prior to the hearing at the second regular meeting in October.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve Resolution of Intent to Establish a Lakeside Corridor Improvement Authority and schedule the required public hearing as presented.	
For City Clerk Use Only: Commission Action:	

Resolution _____

Intent to Establish a Corridor Improvement Authority in the Lakeside District and Schedule a Public Hearing to Receive Comment

Whereas; The Lakeside District Association has been operating in support of business interests in the Lakeside Neighborhood for many years, **and;**

Whereas; The State of Michigan allows for Corridor Improvement Authority formation, pursuant to Public Act 57 of 2018, “Recodified Tax Increment Financing Act” in key business corridors outside of traditional downtowns that:

- Are adjacent to or are within 500 feet of a road classified as an arterial or collector according to the Federal Highway Administration manual "Highway Functional Classification - Concepts, Criteria and Procedures"
- Contain at least 10 contiguous parcels or at least 5 contiguous acres
- More than 1/2 of the existing ground floor square footage in the development area is classified as commercial real property under section 34c of the general property tax act, 1893 PA 206, MCL 211.34c
- Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire development area, for the immediately preceding 30 years
- Are presently served by municipal water or sewer
- Are zoned to allow for mixed use that includes high-density residential use, **and;**

Whereas; The proposed district boundaries as presented in Exhibit A comply with the required provisions stated above, **and;**

Whereas; The City has made substantial improvements to the streetscape, lighting, and landscaping in the corridor that improves the aesthetic and accessibility of the business district that will require significant ongoing maintenance, **and;**

Whereas; The Lakeside Business Improvement District Board has requested the establishment of a TIF district for the purposes of funding maintenance and marketing of their district;

Now, Therefore be it Resolved; that the City Commission of the City of Muskegon intends to establish a Corridor Improvement Authority in the Lakeside Business District, and a public hearing will be held on October 27th, 2020 at Regular Meeting of the City Commission.



Economic Development Tools—Corridor Improvement Authority

Introduction

A Corridor Improvement Authority (CIA) allows the use of tax increment financing to make capital improvements within an established commercial district. It allows communities that already have Downtown Development Authorities to extend similar benefits to aging commercial corridors outside the DDA district or that extend through more than one municipality.

Authorizing Legislation

PA 57 of 2018, MCL 125.4602-4629, authorizes a city, village, or township to create one or more Corridor Improvement Authorities.

What Is the Purpose of the Act?

The Act is a tax increment financing (TIF) tool to promote economic development. A CIA is designed to assist economic development and redevelopment in established commercial districts. It allows communities to combine tax dollars from a variety of sources to leverage economic development dollars.

How Can this Act Be Used?

Specifically, this Act allows TIF to be used for commercial and economic growth in commercial districts in cities, villages, and townships. Local units can use taxes arising from increased property values through TIF to pay for improvements to commercial areas along arterial or collector streets and roads. Corridor improvements may include improvements to the land, as well as constructing, rehabilitating, preserving, equipping, or maintaining buildings within the development district for public or private use. These improvements may be financed initially through bonding, which may be repaid from the enhanced property tax revenue stream, special assessments, and fees.

This section of the Act provides for transit-oriented development and transit-oriented facilities in CIAs and other economic development tools. “Transit-oriented development” means infrastructure improvements that are located within one-half mile of a transit station or transit-oriented facility that promotes transit ridership or passenger rail use. “Transit-oriented facility” means a facility that houses a transit station in a manner that promotes transit ridership or passenger rail use. In addition, municipalities can now set up transit TIF districts using this Act. These new TIF districts do not allow for other governmental units to opt-out of tax capture (counties, libraries, community colleges, etc.).

How Is this Act Different?

This Act is designed to rehabilitate, renovate, and prevent the deterioration of established commercial business districts not eligible under the DDA Act. The district must be adjacent to a road classified as an arterial or collector road by the Federal Highway Administration, contain at least 10 contiguous parcels or five contiguous acres with more than 1/2 of the existing ground floor square footage classified as commercial property under the General Property Tax Act. In addition, residential commercial or industrial use must have been allowed under the zoning ordinance for the immediately preceding 30 years, the area must be presently served by municipal water and sewer, and the area must be zoned for mixed-use including high density residential. In addition, a municipality may have more than one CIA, and a CIA may be intergovernmental.

What Are the Financing Options?

- Tax increment revenues
- Sale of bonds
- Special assessments

Establishing a Corridor Improvement Authority

Note: The following steps are offered as general guidelines only. A municipality should consult with an attorney prior to initiating the process of creating a CIA.

1. Adopt a resolution declaring intent.
2. Publish (20-40 days before the hearing), post (20 days before the hearing in 20 places) and mail (to the governing body of each taxing jurisdiction 20 days before the hearing) notice of public hearing.
3. Hold public hearing on the establishment of the authority and on the boundaries of the district.
4. Adopt an ordinance not less than 60 days following the public hearing establishing the authority and designating the boundaries of the proposed development area.
5. File and publish the ordinance.
6. Appoint the board.

Reporting Requirements

See p 4-6 (attached to this Fact Sheet) for 2019 reporting and public informational meeting requirements.

Provisions of the Corridor Improvement Authority Act

- Authorizes a city, village or township to create one or more Corridor Improvement Authorities by ordinance after providing notice and holding a public hearing. The local unit shall also designate the development area boundaries by the ordinance.
- Provides for the supervision and control of an authority by a board that includes the city, village or township chief executive officer and five to nine additional members. At least one member of the board shall be a resident of the district or of an area within 1/2 mile of the district and a majority of the board shall have a ownership or business interest in the development area.
- Allows a board to hire a director to serve as chief executive officer of the authority, subject to the approval of the city, village or township governing body and other personnel as it feels necessary.
- Allows an authority to prepare and submit to the city, village or township governing body a tax increment financing plan, which must include a development plan for the authority's development area. TIF plans and development plans are subject to public hearings and affected local taxing jurisdictions must be notified. Except for certain qualified development areas, the governing body of another taxing jurisdiction may, by resolution, exempt its taxes from capture during the plan adoption process. Further, taxes levied for public library purposes, which are approved by voters after December 31, 2016 are exempt from capture unless a library board or commission allows all or a portion of its taxes to be included as tax increment revenues under the terms of a written agreement with an authority.
- Provides for the financing of authority activities, including borrowing money and issuing bonds. With local unit approval, the authority could issue negotiable revenue bonds under the Revenue Bond Act, which are not a debt of the local unit unless the governing body pledges the full faith and credit to support the authority's revenue bonds.
- Allows an authority to authorize, issue, and sell tax increment bonds, or the local unit to authorize, issue, and sell its limited tax general obligation bonds, each to finance a TIF plan's development program.
- Requires a city, village, or township to dissolve an authority after it has completed its purpose, and provides that the authority's property and assets remaining after the satisfaction of its obligations would belong to the local unit.
- Allows the governing body, at the request of the CIA board, from time to time to amend either the development or TIF plans. It may also amend the boundaries of the CIA district. However, caution should be taken amending either the plan or the boundaries as the other taxing units (county, schools, etc.) may opt out.

Corridor Improvement Authority Board Powers:

- Prepare an analysis of economic changes taking place in the development area.
- Study and analyze the impact of metropolitan growth upon the development area.
- Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the development area.
- Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code (1972 PA 230, MCL 125.150).
- Develop long-range plans, in cooperation with the agency that is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the development area and to promote the economic growth of the development area, and take steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- Implement any plan of development in the development area necessary to achieve the purposes of this Act in accordance with the powers of the authority granted by this Act.
- Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- On terms and conditions and in a manner and for consideration the authority considers proper or for no consideration, acquire by purchase or otherwise, or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in the property, that the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options.
- Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to those buildings, within the development area for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.
- Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control or any part of the facility, building, or property, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- Lease, in whole or in part, any facility, building, or property under its control.
- Accept grants and donations of property, labor, or other things of value from a public or private source.
- Acquire and construct public facilities.
- Conduct market research and public relations campaigns, develop, coordinate, and conduct retail and institutional promotions, and sponsor special events and related activities.
- Contract for broadband service and wireless technology service in a development area.

This publication was written by the law firm of Miller Canfield.

New DDA/TIF Reporting and Public Informational Meeting Requirements Pursuant to the Recodified Tax Increment Financing Act 2018 PA 57 (Effective January 1, 2019)

Introduction: The Recodified Tax Increment Financing Act, 2018 PA 57 (the “Act”), was signed into law on March 15, 2018 and took effect on January 1, 2019. The Act consolidates the legislative authority to create and operate tax increment authorities (other than brownfield redevelopment authorities) into a single statute.

The Act imposes new, uniform reporting requirements on most authorities¹ and their related municipalities, new public informational meeting requirements, authorizes the Department of Treasury to enforce the Act, and prohibits authorities in breach of these reporting requirements from capturing tax increment revenues in excess of the amounts necessary to pay bonded indebtedness and other obligations of the authority for the period of noncompliance.

The new reporting and public informational meeting requirements are set forth below:

What: **Send a Copy of Current TIF Plan to Treasury**

When: No later than April 1, 2019

Why: MCL 125.4912

How: Authority must send a copy or an electronic mail link of its currently adopted development plan or its currently adopted tax increment finance plan, if separate from the development plan, to the Department of Treasury.

What: **Hold Two Informational Meetings Annually**

When: Biannually beginning January 1, 2019

Why: MCL 125.4910(4)

How: The board of an authority shall hold at least 2 informational meetings (which may be held in conjunction with other public meetings of the authority or municipality). Notice must be published on the municipality's or authority's website not less than 14 days before the date of the informational meeting. Notice must also be mailed not less than 14 days before the informational meeting by the authority to the governing body of each taxing jurisdiction levying taxes that are subject to capture. As an alternative to mailing notice, the authority may notify the clerk of the governing body of each taxing jurisdiction by electronic mail.

¹ These requirements apply to Downtown Development Authorities, Tax Increment Finance Authorities, Local Development Finance Authorities, Corridor Improvement Authorities, Water Resource Improvement Authorities, Neighborhood Improvement Authorities, and municipalities incorporating any one of these authorities.

What: **Post TIF Information on Municipal Website**

When: 180 days after end of authority's current Fiscal year as of Jan. 1, 2019

Why: MCL 125.4910(1)

How: The municipality must create a website or utilize the municipality's existing website with access to authority records and documents, including all of the following:

- (a) Minutes of all board meetings.
- (b) Annual budget, including encumbered and unencumbered fund balances.
- (c) Annual audits.
- (d) Currently adopted development plan, if not included in a tax increment financing plan.
- (e) Currently adopted tax increment finance plan, if currently capturing tax increment revenues.
- (f) Current authority staff contact information.
- (g) A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided to the authority.
- (h) An updated annual synopsis of activities of the authority. An updated synopsis of the activities of the authority includes all of the following, if any:
 - (i) For any tax increment revenues described in the annual audit that are not expended within 5 years of their receipt, a description that provides the following:
 - (A) The reasons for accumulating those funds and the uses for which those funds will be expended.
 - (B) A time frame when the fund will be expended.
 - (C) If any funds have not been expended within 10 years of their receipt, both of the following:
 - (I) The amount of those funds.
 - (II) A written explanation of why those funds have not been expended.
 - (ii) List of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.
 - (iii) List of authority projects and investments, including active and completed projects for the immediately preceding fiscal year.
 - (iv) List of authority events and promotional campaigns for the immediately preceding fiscal year.

What: **Send Annual Report to Treasury, Municipality and Taxing Units**

When: 180 days after the end of an authority's fiscal year

Why: MCL 125.4911(1)

How: An authority that is capturing tax increment revenues must submit a report, on a form to be provided by Department of Treasury, to the municipality, the governing body of each taxing unit levying taxes which are subject to capture by the authority, and the Department of Treasury. The report shall include all of the following:

- (a) The name of the authority.
- (b) The date the authority was formed, the date the tax increment financing plan is set to expire or terminate, and whether the tax increment financing plan expired during the immediately preceding fiscal year.
- (c) The date the authority began capturing tax increment revenues.
- (d) The current base year taxable value of the tax increment financing district.
- (e) The unencumbered fund balance for the immediately preceding fiscal year.
- (f) The encumbered fund balance for the immediately preceding fiscal year.
- (g) The amount and source of revenue in the account, including the amount of revenue from each taxing jurisdiction.
- (h) The amount in any bond reserve account.
- (i) The amount and purpose of expenditures from the account.
- (j) The amount of principal and interest on any outstanding bonded indebtedness.
- (k) The initial assessed value of the development area or authority district by property tax classification.
- (l) The captured assessed value retained by the authority by property tax classification.
- (m) The tax increment revenues received for the immediately preceding fiscal year.
- (n) Whether the authority amended its development plan or its tax increment financing plan within the immediately preceding fiscal year and if the authority amended either plan, a link to the current development plan or tax increment financing plan that was amended.
- (o) Any additional information the governing body of the municipality or the Department of Treasury considers necessary.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 9/22/2020	Title: Jackson Hill Infill Housing Development
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: Now that the necessary lots have been added to the Brownfield Redevelopment Plan, local developer/contractors Rudy and Greg Briggs are interested in utilizing a Brownfield TIF to construct single family homes for the city in order to increase value and stabilize the primarily residential Jackson Hill neighborhood. They have submitted firm bids and propose acting as the builder and developer on behalf of the City, which will remain the owner of the lots and partner with Mr. Briggs to market the homes.	
Detailed Summary: Since mid-2019, Economic Development Department staff have been working with Rudy and Greg Briggs on potentially utilizing our Brownfield TIF Program to develop and market single family homes in the Jackson Hill Neighborhood. Most importantly, the focus of this program has been to identify, empower, and retain developers of color to benefit from some of the same incentive programs we have been utilizing to great effect. This evening I would request that the Commission authorize staff to work with the Community Foundation for Muskegon County make a PROGRAM RELATED INVESTMENT of \$355,000 to undertake construction of the first two homes in this multi-year development project. The City would also loan \$75,000 from its Economic Development Revolving Loan Fund. The CFFMC would be repaid upon sale of the homes. The City would be repaid with tax increment financing. Attached are the proposed development agreement as drafted by the City Attorney, the map featuring the locations of the first two homes (highlighted in RED), the design criteria of the proposed homes, and the firm bids by the developers.	
Amount Requested: \$75,000	Amount Budgeted: N/A, CFFMC Funds
Fund(s) or Account(s): ED Revolving Fund	Fund(s) or Account(s): N/A
Recommended Motion: To approve the Development Agreements for new home construction between the City of Muskegon and Rudy Briggs, and to authorize the Community Foundation for Muskegon County to release funds from the City's Donor Advised Fund as presented.	
For City Clerk Use Only: Commission Action:	

RESIDENTIAL CONSTRUCTION AGREEMENT

This Agreement is effective on _____, 2020 ("Effective Date") between LRS Enterprises of 525 South Dangl Street, Muskegon, MI 49442_ ("Builder") and THE CITY OF MUSKEGON of 933 Terrace Street, Muskegon, MI 49440 ("Owner") with reference to the following facts:

Background

Builder and Owner (individually, a "Party" or collectively, "Parties") agree that Builder shall construct two (2) single family residences (the "Residences") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as **Exhibit A** ("General Conditions").

The parties agree as follows:

1. **Building Site.** Owner owns the building site located on the real estate located at 766 Leonard Street, and legally described on **Exhibit B** (the "Property"). Owner has agreed to hire Builder to build the Residences on the Property.
2. **The Residences.** Builder shall build the Residence in accordance with the plans and specifications attached as **Exhibit C** (the "Plans").
3. **Price.** The price for constructing the Residences shall be Four Hundred Twenty-Five Thousand Dollars (\$425,000) ("Price").
4. **Estimated Completion Date.** Builder shall commence construction of the Residence within ____ days from the Effective Date ("Commencement Date"). Builder shall complete the Residence within ____ weeks of the Commencement Date ("Completion Date").
5. **General Conditions.** Owner and Builder agree to all of the General Conditions attached to this Agreement as Exhibit A.

Builder – _____

By: _____
Name: _____
Title: _____
Date: _____

Owner –THE CITY OF MUSKEGON

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

GENERAL CONDITIONS

1. **Payment of the Price.** The Price shall be paid in accordance with the following schedule (“Payment Schedule”):

- a. Foundation installed..... 20% of the Price
- b. Mechanicals installed..... 40% of the Price
- c. Certificate of Occupancy..... 30% of the Price
- d. Completion of Punch List Items..... 10% of the Price

2. **Costs Included in Price.** Unless excluded by Section 3 or adjusted as set forth in Sections 4 or 5, the Price is fixed and includes all cost of labor and materials purchased, including all sales taxes incurred by Builder, for complete construction of the Residence. Price is not based on allowances or estimates of costs for items to be added to the Residence. The Price includes:

- a. A security system;
- b. A driveway
- c. Curb cut (Builder may use existing curb cut unless damaged);
- d. Sod/seed over the entire front, back and side yards;
- e. A street tree;
- f. A small landscape package along each side of the Residence with street frontage;
- g. Edging and mulch;

3. **Costs Excluded From Price.** Owner shall be responsible for each of the following items and the cost of each item shall be excluded from the Price and the sole responsibility of Owner:

- a. Lot Lines. Prior to the Commencement Date Owner shall own the Property with new lot lines established as depicted on the Site Plan.
- b. Site Preparation. Prior to the Commencement Date, Owner will prepare the Property for construction of the Residence, including the removal of the following:
 - i. existing fences;
 - ii. community garden;
 - iii. existing sidewalks; and,
 - iv. debris.
- c. Water and Sewer Leads. Owner will provide water and sewer leads to the Residence.
- d. Permit and Connection Fees. Owner shall be responsible for any municipal permits, connection fees, tap fees or assessments, including sewer and water connection fees.
- e. Site Variance. Any abnormal site conditions discovered during excavation will be communicated to Owner along with an estimated cost to proceed with construction. Examples include such items as buried debris, bad soils, or rear yard drainage constraints. Any additional site work required will be corrected by Owner unless Owner authorizes Builder to correct any site variance issues in writing and the appropriate Change Order is fully executed.

f. Damaged Curb Cuts. Any damaged curb cuts will either be approved for use or removed by Owner.

g. Irrigation. Irrigation can be added for \$3,000, provided the appropriate Change Order is fully executed.

h. Future Security System Service Fees. Ongoing monitoring service fees will be the responsibility of Owner or subsequent owner.

4. **Modifications/Extras.** No modifications to the Plans ("Modifications") or requests for additional construction ("Extras"), the cost of which exceed \$200, shall be binding upon either party, unless the Modifications or Extras are set forth on a written Change Order that is signed by Builder and Owner in substantially the form as attached Exhibit E ("Change Order"). The Change Order must provide a detailed description of the Modifications or Extras and the cost or credit to be charged. In those instances where a Change Order increases or decreases the Price by more than \$200 ("Adjusted Price"), the Adjusted Price shall be paid according to the remaining portion of the Payment Schedule.

5. **Minor Modifications.** Builder and Owner may from time to time agree on minor modifications, the cost for which is less than \$200 ("Minor Modifications"). Minor Modifications may only be made by agreement between Builder and Owner, provided such agreement need not be in writing. The cost or credit for Minor Modifications shall be added to or credited against the Price and paid according to the remaining portion of the Payment Schedule.

6. **Payments, Sworn Statement and Lien Waivers.** Payments required by the Payment Schedule shall be made within 10 days of Builder's invoice by Owner to Transnation Title Insurance Company of 570 Seminole, Muskegon, Michigan 49441 (the "Title Company"). Builder will deliver to the Title Company a sworn statement showing all amounts due for labor and materials furnished in connection with construction of the Residence or other improvements to the Property through the date of Builder's invoice together with waivers of lien showing all amounts from any previous draw have been paid in full. The Title Company shall pay Builder per the Payment Schedule within 2 business days of approval by the Title Company of the last sworn statement provided proper partial unconditional waivers of lien from Builder and for each supplier and sub-contractor to whom payment has been made are received and approved by the Title Company.

7. **Possession.** Owner shall be entitled to possession of the Residence upon payment of the Price in full.

8. **Extension of Dates.** Any date may be extended by agreement of the Builder and Owner and the Commencement Date and the Completion Date may be extended as a result of circumstances beyond the control of Builder, including, but not limited to, delays caused by suppliers or subcontractors, delays for utility hook-ups, Acts of God, labor disputes, governmental inspections, regulations, or permit processes, material back orders, Owner's requests for Change Orders, fire, injury or disability to Builder, or weather.

9. **Builder's Warranties.** Builder shall complete the Residence and all improvements on the Property timely and in a first class manner. All building materials used in the construction of the Residence shall be new. Builder guarantees its workmanship for a period of 12 months from the date of sale or lease of the Residence to a party other than Owner or 24 months from the date of the Certificate of Occupancy, whichever first occurs ("Warranty Period"). This warranty is fully transferable by Owner and may be assigned to a 3rd party. Within the Warranty Period, Builder may replace, at its option, any materials incorporated into the Residence which are defective. To make a claim under this warranty, Owner or its successor must give Builder written notice of any such defect

in the workmanship and/or materials promptly upon discovery and not later than expiration of the Warranty Period. This warranty does not apply to workmanship or materials requiring repair or replacement because of normal wear and tear, natural settling or mold. Builder shall turn over and transfer to Owner all manufacturers' warranties that are delivered directly to Builder by the manufacturer at the time of final payment by Owner. In addition to this warranty between Builder and Owner and successors of Owner, Builder shall also provide to Owner and successors of Owner at no cost to Owner the Ten Year Warranty for New Homes provided by Residential Warranty Company, LLC attached as Exhibit F ("Long Term Warranty"). Nothing in the Long Term Warranty shall limit the scope of the warranties provided by Builder to Owner or its successors.

10. Owner's Warranties. Owner covenants and warrants that Owner owns the Property in fee simple, free and clear of all liens, except for those encumbrances specifically set forth on Exhibit G. Owner shall provide evidence satisfactory to Builder, such as a commitment for title insurance issued by the Title Company, which indicates such ownership. Owner shall locate the exact location of the Residence on the Property. All corners of the Property and the Residence shall be clearly marked with surveyor stakes. Owner covenants and agrees that such location is in compliance with all applicable federal, state, and local rules and regulations, including, but not limited to, building restrictions, set-back requirements and zoning ordinances.

11. License. Builder is a residential builder and a residential maintenance and alteration contractor and is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 399.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A Plumber is required to be licensed under Act No. 266 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. Builder is licensed by the State of Michigan as a licensed Michigan Contractor and maintains its license in good standing. Builder's License number is **2101131848** respectively.

12. Laws, Ordinances and Regulations. In connection with the construction of the Residence, Builder shall meet and comply with all applicable laws, ordinances, and regulations.

13. Notice of Commencement. Owner shall deliver a Notice of Commencement in accordance with the Michigan Construction Lien Act within ten days of the Effective Date.

14. Risk of Loss. Until a Certificate of Occupancy is issued for the Residence the risk of loss for the Residence lies solely with Builder. Provided, Owner shall be solely responsible for building materials on Property and Owner shall reimburse Builder for the cost of building materials vandalized or stolen from the Property.

15. Insurance. Builder shall procure and maintain an "all risk" insurance policy and shall name Owner as an additional named insured. Builder shall maintain a policy of builder's insurance fully insuring the Residence from the date construction commences until the date of substantial completion. Owner may also maintain a policy of insurance on their interest in the Residence. Builder shall also carry public liability insurance with coverage limits not less than \$1,000,000 single-limit coverage and worker's compensation insurance in an amount not less than the statutory minimum. Such policies shall name Owner as an additional named insured. Builder shall provide Owner with evidence of such insurance upon request. Owner and Builder waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

16. Diligent Pursuit. Builder shall diligently pursue its obligations under this Agreement.

17. **Default.** If either Party believes that the other Party has failed to comply with this Agreement (“Default”), the non-defaulting Party shall provide the Defaulting Party not less than 10 days written notice of such non-compliance, a list of the non-defaulting Party’s specific complaints, and a reasonable time within which the defaulting Party shall cure the Default (“Default Notice”). If the defaulting Party fails to cure the Default within the period of time specified in the Default Notice, the non-defaulting Party may pursue any and all remedies available, including specific performance in that there may not be an adequate remedy at law. In addition, Owner may replace Builder with another party to complete construction and may deduct from the Price any amount paid by Owner to such third party to complete construction in accordance with the Plans. In the event either Party takes any action to enforce this Agreement, the prevailing Party shall reimburse the other Party for all expenses incurred by the prevailing Party, including attorney fees.

18. **Cross Default.** Contemporaneously with the execution of this Agreement, Owner and Builder are entering into ____ similar agreements for the construction of homes similar to the Residence on each of the _____ lots depicted on the Site Plan (“Other Agreements”). Owner and Builder agree that a default of this Agreement or any of the Other Agreements shall constitute a default of all Other Agreements and this Agreement.

19. **Dispute Resolution.** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty or negligence and that exceeds \$5,500 in value shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, and arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Michigan Arbitration Act, MCL 600.5001 et seq. The cost of such arbitration shall be divided equally between both parties. Neither Party shall be required to submit to arbitration any claim or demand of a value less than \$5,500.

20. **Miscellaneous.**

a. Authority to Bind Owner. No approval, agreement or consent and no document signed in connection with this Agreement shall be binding on Owner unless made, given or signed by Frank Peterson or Jake Eckholm.

b. Applicable Law. This Agreement is executed in, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

c. Entire Agreement. This writing shall constitute the entire Agreement, and shall supersede any other Agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought.

d. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, assigns, officers, directors, employees, agents, heirs, executors, and administrators.

e. Full Execution. This Agreement requires the signature of both parties. Until fully executed on a single copy or in counterparts, this Agreement is of no binding force or effect, and if not fully executed, this Agreement is void.

f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding upon the parties when one or more counterparts, individually or taken together, shall bear the signatures of all parties.

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.

h. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired or affected.

i. No Discrimination. Discrimination on the basis of religion, race, creed, color, national origin, age, sex, marital status, or handicapped condition by either party in respect to the construction of the Residence is prohibited.

j. Assignment or Delegation. Neither Builder nor Owner may assign all or any part of this Agreement. Provided, that Builder may delegate all or any part of its obligations to perform the services under this Agreement, to any persons or entities that Builder, in its sole discretion, deems appropriate, including sub-contractors. Such delegation shall be at the sole expense of Builder unless otherwise provided.

k. Notices. Any notices required or permitted to be given under this Agreement must be in writing and sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid, a recognized courier service (Federal Express, UPS, or DHL), or by email with confirmation of delivery received. The notice will be effective upon receipt.

To Builder:

LRS Enterprises
525 South Dangel Street
Muskegon, MI 49442
Attn: Rubin Briggs
Phone: 231-855-3775
E-mail: Briggsbuilders210@gmail.com

To Owner:

City of Muskegon
933 Terrace Street
P.O. Box 536
Muskegon, MI 49443-0536
Attn: Jake Eckholm
Phone: 231-724-6780
Fax: 231-722-1214
E-mail: jake.eckholm@shorelinecity.com

With a contemporaneous copy to:

Parmenter O'Toole
601 Terrace Street
P.O. Box 786
Muskegon, Michigan 49443-0786
Attn: John Schrier
Phone: 231-722-5401
Fax: 231-722-5501
Email: john@parmenterlaw.com

l. Time is of the Essence. Builder and Owner acknowledge and agree that the time related provisions set forth herein are critical and essential terms of this Agreement and that time is of the essence with regard to the transactions contemplated in this Agreement. Failure to strictly comply with the time related provisions of this Agreement will be considered a breach of the entire Agreement.

m. Pronouns. For convenience, Owner has been referred to this Agreement sometimes in the singular and at other times in the plural.

n. Notice of Sale or Lease. Upon the sale or lease of the Residence by Owner to a third party, Owner shall provide notice to Builder of such sale or lease and provide builder with all contact information for the buyer/tenant, including a phone number and an email address.

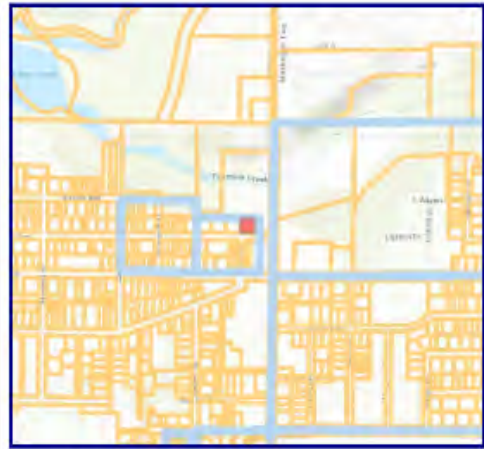
EXHIBIT B

LEGAL DESCRIPTION

CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 E 42 FT LOT 10 ALL LOTS
11 & 12 BLK 3



Map not presented to a specific scale Subject Parcel Highlighted in red



Overview Location Map

EXHIBIT C

PLANS AND SPECIFICATIONS

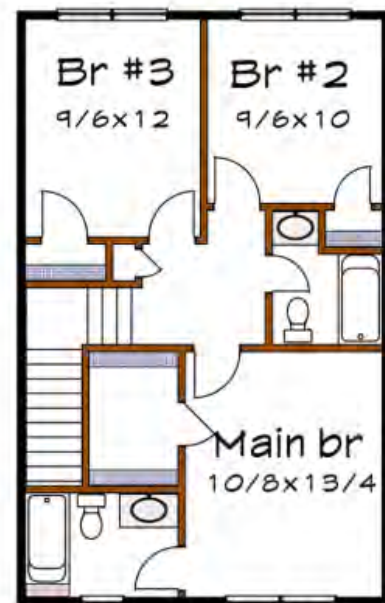
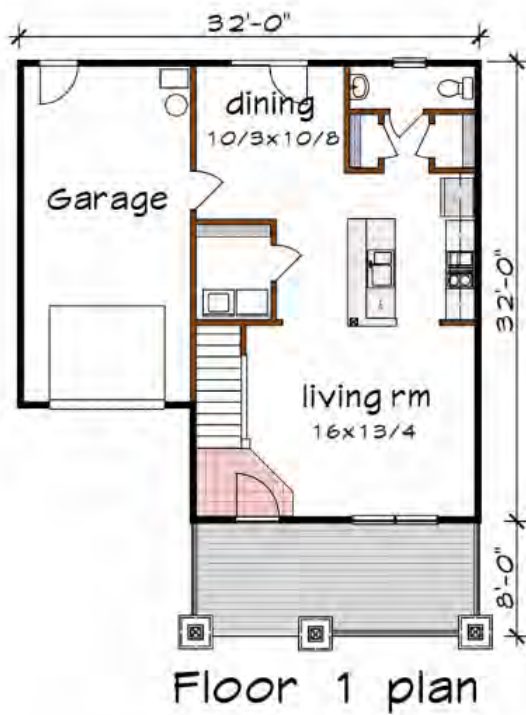
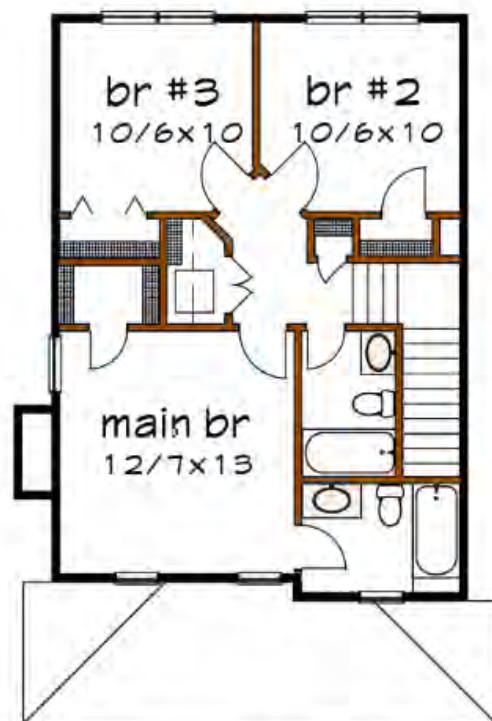


EXHIBIT C CON'D

PLANS AND SPECIFICATIONS



Floor 1 plan



Floor 2 plan

EXHIBIT D

SITE PLAN

EXHIBIT E

CHANGE ORDERS

Owner has requested, and Builder agrees to the following Modifications to the Plans with the cost/credit set forth below:

MODIFICATION	COST	CREDIT	ADJUSTED PRICE

Builder -

By: _____

Name: _____

Title: _____

Date: _____

Owner – THE CITYOF MUSKEGON

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

LONG TERM WARRANTY

EXHIBIT G

PERMITTED ENCUMBRANCES

RESIDENTIAL CONSTRUCTION AGREEMENT

OWNER

THE CITY OF MUSKEGON

BUILDER

LRS Enterprises

LRS ENTERPRISES CONSTRUCTION COMPANY

525 DANGL RD
Muskegon, Mi
49442

(231)855-3775

briggsbuilder210@gmail.com

ESTIMATE TO:

City of Muskegon

933 Terrace Street

Muskegon, MI 49440

EST003

Estimate Date: 16-Sep-2020

PO #: CoM-A

#	Item	Unit Price	Qty	Total
01	LRS Dumpster- 14 Days; Permits/Fees (Electrical & Plumbing)	\$9,075.00	1	\$9,075.00
02	Achterhoff Excavating/Grading	\$9,200.00	1	\$9,200.00
03	Achterhoff Footing Foundation	\$11,200.00	1	\$11,200.00
04	Achterhoff Masonry-Driveway/Walkway	\$17,000.00	1	\$17,000.00
05	Keene Lumber Framing Materials	\$20,475.00	1	\$20,475.00
06	LRS Counter tops	\$2,500.00	1	\$2,500.00
07	LRS Hardware	\$1,200.00	1	\$1,200.00
08	Mike Belt Landscaping	\$5,000.00	1	\$5,000.00
09	LRS New Roof	\$4,000.00	1	\$4,000.00
10	LRS Vinyl Siding	\$8,000.00	1	\$8,000.00
11	LRS Gutters	\$1,000.00	1	\$1,000.00
12	LRS Flooring/Tile	\$7,000.00	1	\$7,000.00
13	LRS Trim Materials	\$4,000.00	1	\$4,000.00
14	LRS Exterior Painting	\$1,200.00	1	\$1,200.00

Subtotal \$216,956.00

Grand Total \$216,956.00

#	Item	Unit Price	Qty	Total
15	LRS Appliances	\$5,000.00	1	\$5,000.00
16	Preston Owens Plumbing	\$12,300.00	1	\$12,300.00
17	Larry Hicks Electrical (~\$1,000)	\$8,648.00	1	\$8,648.00
18	LRS Garage Door	\$1,290.00	1	\$1,290.00
19	LRS Windows & Doors	\$3,000.00	1	\$3,000.00
20	Mike Plunkett HVAC	\$5,900.00	1	\$5,900.00
21	LRS Interior Painting	\$5,600.00	1	\$5,600.00
22	LRS Insulation	\$3,000.00	1	\$3,000.00
23	LRS Labor; Drywall, Carpentry, Siding, Roofing, Cabinets, Doors and Closet Shelving	\$28,400.00	1	\$28,400.00
24	LRS Contractor's O/H & P	\$30,968.00	1	\$30,968.00
25	Ciggzree's Real Estate Real Estate Commission	\$12,000.00	1	\$12,000.00
Subtotal				\$216,956.00
Grand Total				\$216,956.00

Thank you!

Note:

Project Address: 766 Leonard St #A, Muskegon, MI 49442

R Bugg

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: 2189 Larue
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to include 2183 Larue in the infill housing program and authorize the sale of the vacant city lot for the construction of a custom single-family home.	
Detailed Summary: The lot has been vacant for many years. Our records indicate that the city purchased the lot for \$0 following tax foreclosure in 2010. The neighbor at 2183 has recently demonstrated interest in purchasing the lot to construct a garage. Staff believes the better use of the lot would be the construction of a new single-family home. The interested neighbor seems satisfied with the sale as long as it is for an owner-occupied home. The intention is that this sale will result in an owner-occupied new home. The new owner was originally looking to build as part of Midtown Square Phase 2, but could not find a vacant lot that met his needs/expectations. It is usual/customary for us to provide access to our list of city-owned sites for home builders. Mr. Dusendang used that list to find the lot at 2189 Larue; his client approved of the location, and they are moving fast to construct the home. This house will be sold at actual cost, and no subsidy will be necessary; its inclusion in the scattered site brownfield will help offset the costs of other housing construction.	
Amount Requested:	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Add 2189 Larue to the West Urban Properties Infill Housing Development Agreement, and authorize the lot sale under the same terms as the other building sites.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 9/22/2020	Title: Lakeview Lofts Phase II Bridge Loan
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: On July 28, 220, the City Commission authorized the issuance of a short-term bridge loan to support Lakeview Loft's Phase II. Staff is seeking permission to convert the bridge loan into a traditional loan with an 84-month amortization schedule.	
Detailed Summary: As staff worked through the due diligence associated with the bridge loan for Phase 2, a number of discussions took place with the original Phase 1 secured debtors. The Community Foundation is one of those debtors that would need to agree to allow Phase 2 to proceed with the City's bridge loan being repaid ahead of their collateralized loan for Phase 1. The Community Foundation's leadership has an interest in reducing their investment in Phase 1 to open up new investment opportunities for their funds related to social equity. To solve this issue, staff is asking that instead of repaying the bridge loan upon closing of the senior debt on Phase 2, the \$450,000 would go toward the CFFMC Loans (\$300,000 to the Westgate Fund and \$150,000 to the City's cemetery perpetual care fund). The City would then hold a new \$450,000 position on Phase 1. The developers have agreed to \$12,000 in interest accrual through March 2022; beginning April 1, 2022, the loan will be repaid on an 84-month amortization at 5% interest. Monthly payments would be \$6,529.87; total interest income would be \$98,509.	
Amount Requested: \$450,000	Amount Budgeted: N/A, Capital Fund
Fund(s) or Account(s): ED Revolving Fund	Fund(s) or Account(s): N/A
Recommended Motion: Motion to rescind the Economic Development Loan previously granted to 351 II LLC, and replace it with a loan in the \$450,000 to be repaid in equal monthly payments starting April 1, 2022, and ending March 1, 2029; interest rate to be 5%; monthly payment to be \$6,529.87.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 9-22-2020	Title: Social District Permit recommendation
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The City Commission must recommend approval of the Michigan Liquor Control Commission permits of participating licensed establishments in the Downtown Muskegon Social District.	
Detailed Summary: With the establishment of the Downtown Muskegon Social District, participating licensed establishments must receive a Social District permit from the Michigan Liquor Control Commission. The MLCC must first receive a recommendation for approval from the City Commission before granting the permits. You handled the initial eight such requests at your Aug. 25 and Sept. 8 meetings. The attached resolution is for Smash Wine Bar which is also seeking a Social District permit from the state and seeking City Commission recommended approval. The Social District plan identifies 22 potential participating licensees within the district. Other licensed establishments may file a Social District permit application in the future.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution recommending Michigan Liquor Control Commission approval of Social District permits in the Downtown Muskegon Social District and to direct the City Clerk to certify the City Commission action with the MLCC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION RECOMMENDING DOWNTOWN MUSKEGON SOCIAL DISTRICT

PERMIT APPLICATION APPROVAL

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held virtually, live on the city's FaceBook page per the governor's COVID-19 executive order on open meetings, on the 22nd day of September, 2020 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with Public Act 124 of 2020 on the establishment of Social Districts within a Michigan city; and

WHEREAS, COVID-19 pandemic has caused unprecedented economic disruption worldwide and within our local business community; and

WHEREAS, restaurants and bars, which have been key contributors to the historic redevelopment of Downtown Muskegon, have been and will continue to be hard hit by the economic impact of the pandemic; and

WHEREAS, increasing availability of outdoor spaces for dining and drinking will help downtown and its businesses recover; and

WHEREAS, Public Act 124 of 2020 empowers local governments like the City of Muskegon to enhance its downtowns with Social Districts and accompanying Common Areas where purchasers may consume and possess alcoholic beverages sold by multiple qualified Michigan Liquor Commission licensees who obtain Social District Permits; and

WHEREAS, the City Commission has designated a Downtown Muskegon Social District and Common Area, and

WHEREAS, the city has received requests from multiple qualified licensees to recommend approval of their Social District Permit applications by the Michigan Liquor Control Commission, and

WHEREAS, the licensed establishments are contiguous to the Common Area within the Social District, and

WHEREAS, the City Commission desires to recommend approval of the Social District Permit applications,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Social District Permit Applications from the following licensees are recommended by the City Commission to consideration and approval by the Michigan Liquor Control Commission:
 - a. PKT Twelve, Inc., DBA/Smash Wine Bar and Bistro, 415 W. Western Ave.
2. The City Clerk is authorized and directed to provide each applicant with a certification of this action in the form specified by the Michigan Liquor Control Commission.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Stephen J Gawron, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on September 22, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended and modified by the governor's COVID-19 executive order and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: City Clerk
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: The City of Muskegon has received an Election Grant from the Center for Tech and Civic Life that requires no match. Staff is requesting to purchase items as spelled out in the grant for Election use.	
Detailed Summary: We are investigating the cost of additional needed services/items related to Elections and a detailed report will be given to Commission at a later date. The grant specifically indicates the funds may be used for Elections only and the existing budget for Elections may not be reduced. Funds must be spent by December 31st of this year. The grant indicates we will be receiving \$433,580. We are currently confirming this amount The grant is to purchase a high-speed tabulator, standard tabulator, Election booths, computers for precincts, meals for workers, signage, and marketing of the Election including billboards, radio, and television ads. We are also investigating the possibility of drive-up voting as well as mobile voting/registration and other activities. The grant also stipulates that the funds can be used as hazard pay Election Workers. We would request a one-time increase of \$5 per hour for Election staff and Election Workers.	
Amount Requested: Amount of Grant	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize the City Clerk to spend all grant funds by December 31 st as on Election supplies as outlined in the grant.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



CENTER FOR
TECH AND
CIVIC LIFE

September 16, 2020

Muskegon City, Michigan

Municipal Clerk

933 Terrace Street

Muskegon, MI 49440

Dear Ann Meisch,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Muskegon City, and the special circumstances Muskegon City faces administering elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Muskegon Municipal Clerk ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$433,580.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Muskegon City in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Drive-through voting, Election department real estate costs, or costs associated with satellite election department offices, Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Temporary staffing, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicle.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana M. Johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: *Ann Marie Muser*

Title: *City Clerk*

Date: *9-17-2020*



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 3

Ann Meisch

From: grants@techandciviclelife.org
Sent: Thursday, September 17, 2020 12:38 PM
To: Ann Meisch
Subject: Approved: CTCL COVID-19 Response Grant
Attachments: Muskegon City, Michigan Grant Agreement.pdf

Dear Ann Meisch,

I'm pleased to share that Center for Tech and Civic Life has reviewed your COVID-19 Response Grant application and has approved a grant award totaling **\$433580 USD**.

We look forward to promptly disbursing funds, but first we need two things from you:

1. **Disbursement information:** Please provide payment instructions using the CTCL Grant Disbursement Form here: <https://airtable.com/shrnj1ueWISCmnPec>. Note: a member of the CTCL COVID-19 Response Grants team will call your jurisdiction's bank to verify payment details before transmitting funds.
2. **Signed grant agreement:** To release funds CTCL must have a signed copy of your jurisdiction's grant agreement. Please find the agreement for signature attached. Return a signed copy to grants@techandciviclelife.org at your earliest convenience. Note: Would you prefer a grant for **less** than the amount CTCL has awarded? Simply respond to this email with your preferred total grant amount and we will update your agreement accordingly.

Once you've (1) submitted payment instructions using the CTCL Grant Disbursement Form and (2) returned a signed grant agreement to grants@techandciviclelife.org, CTCL will process a single payment for the full grant amount within 2-4 business days.

Thank you for all you do on behalf of Michigan voters!

All the best,

Tiana and the Center for Tech and Civic Life Team

--

Tiana Epps-Johnson | Founder & Executive Director, Center for Tech and Civic Life |
tiana@techandciviclelife.org | she/her

WARNING: This email originated outside of the City of Muskegon email system!
DO NOT CLICK links if the sender is unknown.
NEVER provide your User ID or Password.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: September 22, 2020	Title: Sale of vacant lot-1867 Hoyt
Submitted By: Mike Franzak	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell the city-owned vacant lot at 1867 Hoyt Street to Kirsten A. Bremer Trust of 1875 Hoyt Street.	
Detailed Summary: The City Property Sale Policy requires that buildable lots should only be sold for new home construction. The adjacent property owner would like to use it to only build a garage. Staff recommends against the sale as it is an attractive redevelopment lot adjacent to Moon School and the McLaughlin Grown garden. Also, there is enough room on the applicant's current property to construct a garage. The City obtained this property from the State of Michigan through the tax reversion process in 2003. The adjacent property owner would like to buy this property to combine with their adjacent property to construct a garage on it within 1 year of closing. The sale price is \$3,450.00 plus costs associated with the closing and registering of the deed.	
Amount Requested: None.	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the City Mayor and Clerk to sign the Purchase Agreement and deed and to allow Staff to complete the property sale.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

City of Muskegon

Policy for Sale of City-Owned Residential Property

Objective

The City of Muskegon (the City) wishes to expand its residential tax base while simultaneously alleviating itself of the significant cost burden associated with year-round maintenance of vacant lots. The City reserves the right to join and split lots to assist with this process. All property will be sold as is. All sales are subject to City Commission approval.

Pursuant to the above, the City will periodically implement neighborhood marketing strategies. Elements of this policy may be superceded by a marketing strategy, if said strategy is approved by the City Commission as an exception to this policy, and only while said strategy is being utilized to market properties identified by the strategy.

Non-Buildable Lots/Marginal Lots

- Non-Buildable lots are defined as lots that are insufficient in size or configuration for new construction under the Zoning Ordinance. Marginal lots are defined as residential lots that are between 50 and 60 feet of frontage, however it would not be in the best interest of the neighborhood to create increased density, or would create buildable lots for adjoining property owners. These lots may only be sold to adjacent property owners; neighborhood organizations; or valid non-profit agencies, to expand/improve or beautify existing property. In the event that both adjacent owners seek to purchase a property, the City shall divide the property in the most equitable manner. Factors considered before approvals of property sales include but are not limited to the following:
 - Amount of existing property owned by interested parties
 - Current upkeep of existing property owned by interested parties
 - Evidence of unresolved zoning issues.
 - Unpaid environmental invoices or delinquent property taxes.

These lots will be sold for \$1.

Buildable Lots

Buildable lots are defined as lots of legal record which are suitable in size and configuration under the Zoning Ordinance, for the construction of single-family homes, and may only be sold for such a purpose. As a condition of sale, structures built on these properties must be owner occupied for a minimum of 5 years. The buyer must ¹commence construction within 18 months of the date of purchase, or the property will revert back to the City's ownership, free and clear of any claim of the buyer. Buyers requiring frontage of 130' or more must build homes with a minimum of 2,500 square

¹ "Commence Construction" means that a buyer has been issued a residential building permit by the City of Muskegon and also (in the sole opinion of the City of Muskegon's Building Official) that at least seventy-five percent (75%) of the dwelling has been completed.

feet of living space. All structures must conform to all City building and zoning requirements. These lots shall be sold for market value.

Home Design

Any person wishing to purchase land from the City for the purposes of constructing a single family or duplex structure (in areas zoned for duplexes) shall adhere to the following standards:

1. The structure shall have a minimum of 1,260 square feet of usable living space per unit (excluding all basement area).
2. The roof of the structure shall have a minimum pitch of 5/12, that is, for every twelve inches (12") of lateral run, the roof shall rise five inches (5").
3. A single-story home shall have a variable roof line on the front elevation (e.g. gable, dormer or offset).
4. The building design shall be approved by the City and shall include at least two of the following:
 - a. A covered front porch with design amenities (e.g., decorative railing). (potential \$300 lot credit)
 - b. A picture or bay window in the front elevation. (potential \$500 lot credit)
 - c. A starburst or other siding design features in roof gables or over doorways or windows. (potential \$200 lot credit)
 - d. Shutters or other acceptable outdoor window treatments (potential \$100 lot credit)
 - e. Brick or stone accents in the front elevation (potential \$1,000 lot credit)
 - f. Decorative windows (potential \$200 lot credit)
5. A second story may be a potential \$2,000 lot credit but may not be included as one of the two required design elements.
6. A "stick-built" home may be a potential \$2,000 lot credit but may not be included as one of the two required design elements.
7. In no case shall the total number of credits amount to more than \$3,500 nor shall it exceed the purchase price of the land. This credit must be asked for within 1 (one) year of building completion by the purchaser/owner. All landscaping must be completed in order to qualify for the credit.
8. The house shall have a garage or at least an 8 foot x 8 foot painted or vinyl covered wood storage shed constructed as per City requirements for sheds.

9. All bedrooms shall have at least one hundred (100) square feet of livable floor area.
10. At the time the building permit application is submitted, the plot plan and building design will be reviewed to determine compliance with all requirements of this policy.
11. Removal of existing trees shall be approved by zoning staff prior to lot clearing. Trees shall only be taken to accommodate the structure and driveway. A performance guarantee may be required of the owner or contractor for tree protection.
12. At least two (2) shade trees shall be provided on site of at least two and one-half (2.5") inches in diameter four feet from the ground. Preservation of existing trees may be considered in lieu of this requirement.
13. The lot shall be established with appropriate grass, ground cover or other plantings within one year of occupancy or the city may arrange for such planting and bill the owner.

The aforementioned conditions and credits shall be incorporated into a sales contract between the city and the buyer.

Large Blocks of Land

This type of lot is defined as contiguous property that would allow for the construction of a minimum of 3 single-family residential structures. It is the preference of the City that these lots be sold as a single parcel to individuals with the means to develop the land for multiple single family units or multi-family units such as townhouses, site condos; and the like. Development must conform to either Single Family or Multiple Family building/zoning requirements. All interested parties must comply with preliminary site review requirements as determined by the Zoning Administrator.

Process for Purchasing Land

The procedure for purchasing city-owned property can be found in a brochure produced by the Planning Department, entitled "Purchase of City Owned Buildable Lots & Building Incentives".

Recording of the Deed

All property sales must be recorded with the Muskegon County Register of Deeds. This is the sole responsibility of the buyer. All sales will be handled as quit claim deeds.

Closing Costs

All closing costs will be split between the buyer and the seller.

Property Survey

All costs and activities associated with a survey are the sole responsibility of the buyer.

Environmental

Properties will be sold as is. Any environmental analysis is the sole responsibility of the buyer.

Title Evidence/Insurance

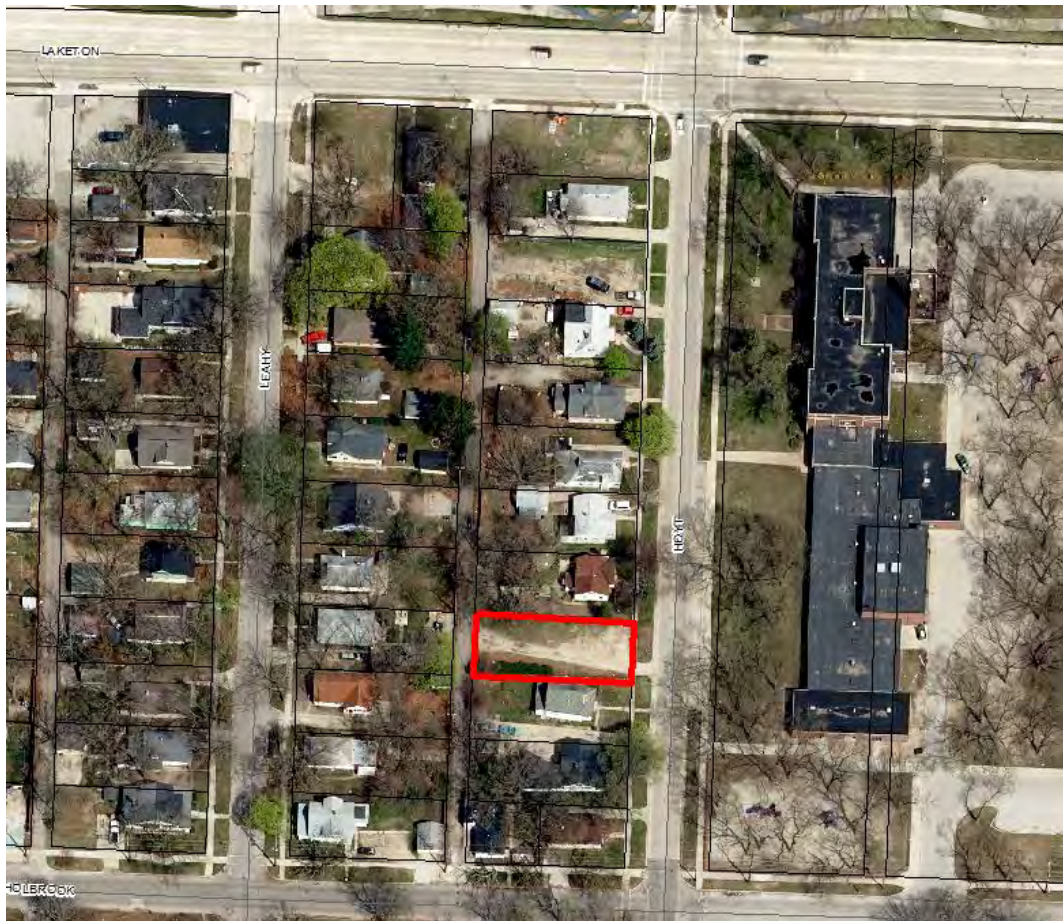
Quitting title of tax reverted properties sold and properties split for minimal amounts such as non-buildable lots, shall be the responsibility of the buyer.

Financing

Financing the acquisition of City-owned property and subsequent construction (if applicable) is the sole responsibility of the buyer. Failure to provide proof of adequate financing may be used as a basis for denial of a sale.

Appeal Procedure

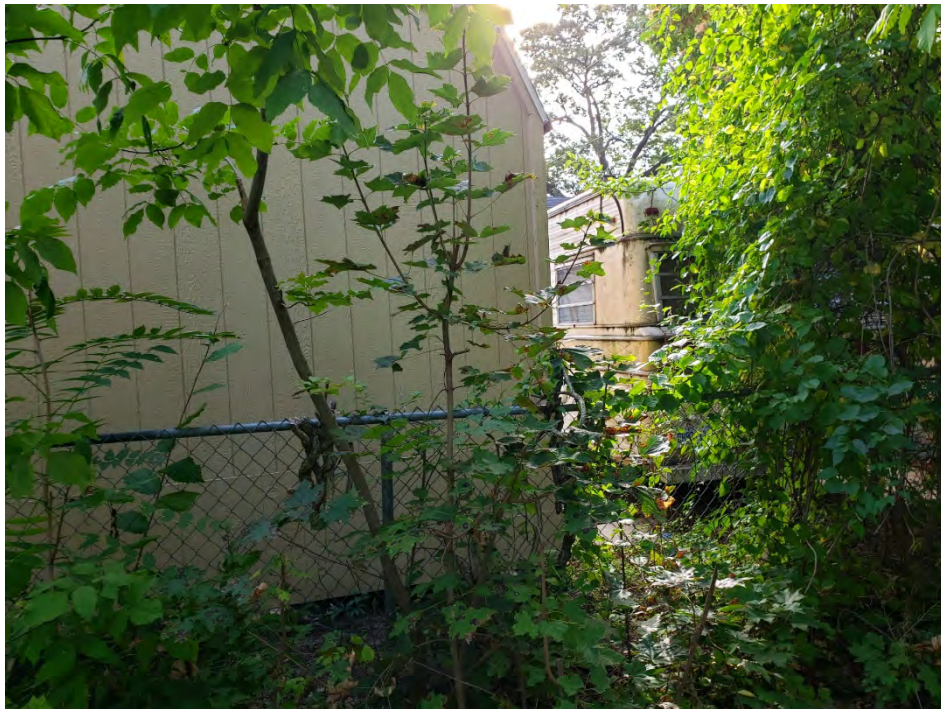
All sales go before the City Commission for approval before a sale can be initiated.



1867 Hoyt



Back of 1875 Peck



Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 1867 HOYT ST FOR \$3,450.

WHEREAS, Kirsten A. Bremer Trust will be allowed to purchase the parcel designated as parcel number 24-675-003-0009-00, located at 1867 Hoyt St for \$3,450; and

WHEREAS, the price for parcel number 24-675-003-0009-00 is set by the City at \$3,450, which is 75% of the True Cash Value (TCV) listed in the City Assessor's Office; and

WHEREAS, Kirsten A. Bremer Trust will combine this with her adjacent property to construct a single stall garage; and

WHEREAS, the sale would generate additional tax revenue for the City and relieve the City of further maintenance costs; and

WHEREAS, the sale is not consistent with City policy regarding the disposition of buildable lots, in that, this property will be combined with the adjacent property located at 1875 Hoyt St. so a single stall garage may be constructed; and

WHEREAS, the sale shall be completed by either Mike Franzak, Planning Director, or Hope Mitchell, Code Coordinator; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-675-003-0009-00, located at 1867 Hoyt St be sold to Kirsten A Bremer Trust for \$3,450.

CITY OF MUSKEGON PLAT A MUSKEGON HEIGHTS BLOCK 3 LOT 9

Adopted this 22nd day of September 2020

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron, Its Mayor

Attest: _____
Ann Marie Meisch, MMC
Its City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 27, 2012.

By: _____
Ann Cummings, MMC
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made September 22, 2020, by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **KIRSTEN A. BREMER TRUST**, of 1875 Hoyt St, Muskegon, Michigan 49442 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, marketable record title of real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, the real property located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

CITY OF MUSKEGON PLAT A MUSKEGON HEIGHTS BLOCK 3 LOT 9.

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Three thousand four hundred fifty and no/100 Dollars (\$3,450.00), payable in a cashiers check, bank cashiers check or wire transfer.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to the Buyer, ten (10) days prior to closing, a commitment for title insurance, issued by TransNation Title Agency, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (10) days of written notification thereof. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises one single stall garage, up to all codes, within one (1) year of the closing of this transaction. Buyer may only remove those trees necessary for construction of the garage, driveway (with any necessary driveway permits being obtained in the Planning Department) and any work in the City right-of-way (i.e. drive approach) a permit will be obtained in the

Engineering Department. The single stall garage shall be substantially completed within one (1) year and, in the event said substantial completion has not occurred, or the restriction of this paragraph relating to tree removal is violated, in the sole judgment of the City, the property and all improvements then installed shall revert in title to the City, without any compensation or credit to Buyer.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement, and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be held 90 days from City Commission approval of the sale, more specifically on or before December 18, 2020 ("Closing"). The Closing shall be conducted at TransNation Title Agency, 570 Seminole Rd. Ste. 102, Muskegon, Michigan 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quitclaim deed to Buyer at Closing for the Premises.

10. **Affidavit of Title.** At the Closing, Seller shall deliver to Buyer an executed Affidavit of Title.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement.

Buyer shall pay for the cost of recording the deed to be delivered at Closing.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement the day and year first above written.

WITNESSES:

Norma York-Bremer

SELLER: CITY OF MUSKEGON

By _____
Stephen J. Gawron, Its Mayor

Ann Marie Meisch, MMC, Its Clerk

BUYER:

Kirsten A. Bremer, Trustee of the Kirsten A.
Bremer Trust u/a/d June 30, 2020

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF MUSKEGON**, a Michigan Municipal Corporation, of 933 Terrace Street, Muskegon, Michigan 49440,

QUIT CLAIMS to **KIRSTEN A. BREMER TRUST**, a Trust u/a/d June 30, 2020, of 1875 Hoyt Street, Muskegon, Michigan 49442,

the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

CITY OF MUSKEGON PLAT A MUSKEGON HEIGHTS BLOCK 3 LOT 9.
PARCEL # 24-675-003-0009-00

for the sum of Three thousand four hundred fifth dollars (\$3,450.00)

PROVIDED, HOWEVER, Grantee, or its assigns, shall obtain issued building permits for construction of a single stall garage on the premises herein conveyed within one (1) year after the date of closing. In default of such issued building permits, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. In the event of reversion of title of the above-described premises, improvements made thereon shall become the property of Grantor. These covenants and conditions shall run with the land. This property is to be combined with the owner's original parcel # 24-675-003-0010-00, otherwise known as 1875 Hoyt Street.

Subject to any easements, use, conditions and provisions of record, if any.

This deed is exempt from real estate transfer tax pursuant to the provisions of MCLA 207.505(h)(i) and MCLA 207.526 Sec. 6(h)(i).

Dated this 22nd day of September 2020.

Signed in the presence of:

CITY OF MUSKEGON

By _____
Stephen J. Gawron, Its Mayor

and _____
Ann Marie Meisch, MMC, Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Signed and sworn to before me in Muskegon County, Michigan, on this 22nd day of September, 2020, by STEPHEN J. GAWRON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Hope Griffith
City of Muskegon
933 Terrace St Rm 202
Muskegon, MI 49440
Telephone: (231) 724-6760

_____, Notary Public
Acting in the County of _____,
_____ County, MI
My Comm. Expires: _____

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 9/22/20	Title: Jackson Hill, McLaughlin & Angell Rezoning's
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff-initiated request to rezone all single-family (R-1, R-2, R-3) and duplex (RT) parcels in the McLaughlin, Angell and Jackson Hill neighborhoods to Form Based Code, Urban Residential (FBC-UR).	
Detailed Summary: The Planning Commission voted 8-1 to recommend approval to the City Commission.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to rezone all single-family (R-1, R-2, R-3) and duplex (RT) parcels in the McLaughlin, Angell and Jackson Hill neighborhoods to Form Based Code, Urban Residential (FBC-UR).	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

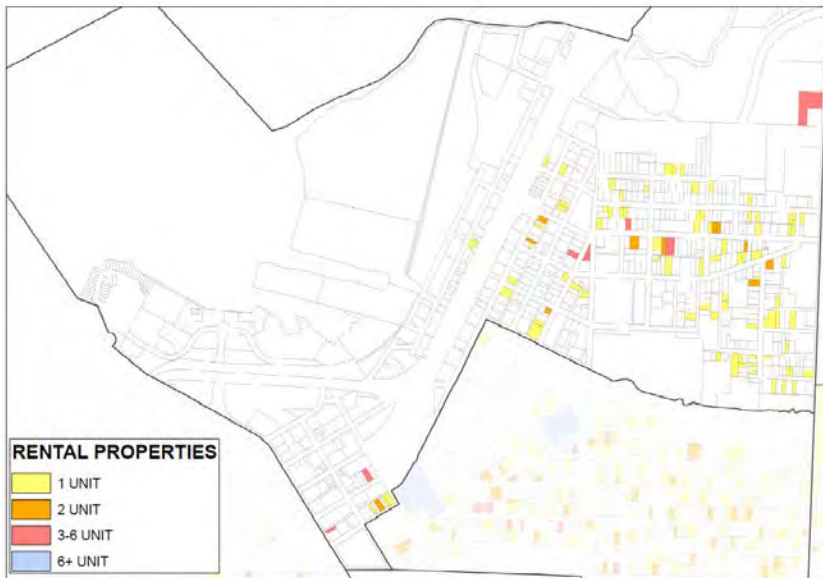
PLANNING COMMISSION STAFF REPORT EXCERPT - SEPTEMBER 10, 2020

Hearing, Case 2020-15: Staff-initiated request to rezone all single-family (R-1, R-2, R-3) and duplex (RT) parcels in the McLaughlin, Angell and Jackson Hill neighborhoods to Form Based Code, Urban Residential (FBC-UR).

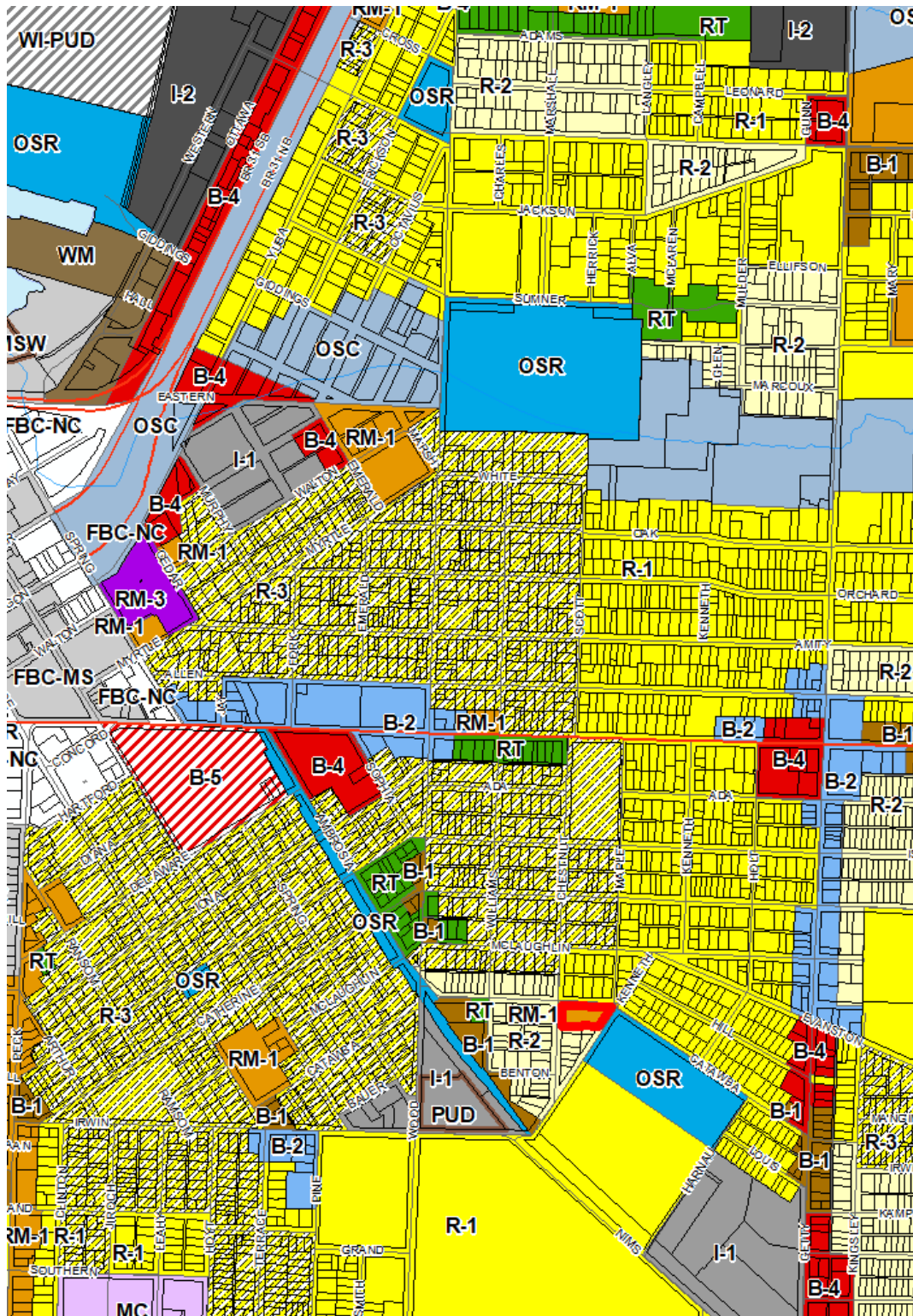
The zoning in McLaughlin, Angell and Jackson Hill doesn't match reality.

- Neighborhoods consist of single-family, duplex and small multiplex (3-4 units) homes.
- The zoning says only single-family homes are allowed.
- This makes all homes other than single-family homes “non-conforming.”
- “Non- conforming” properties are susceptible to disinvestment.
 - Financing Issues
 - Insurance Issues
 - Rebuilding Issues
 - Unusable Space
- The proper zoning designation will promote reinvestment within the neighborhood.
- City staff is proposing to rezone the neighborhood to allow the types of homes that already exist here, but are considered non-conforming.
- New duplexes/small multiplexes will be built on the appropriate lots and reduce many of the problems associated with existing multi-family homes.
- Alleys reduce privacy/noise issues associated with multi-family homes. We should only allow small-multiplexes where alleys are present.
- **More housing options = more affordable housing**

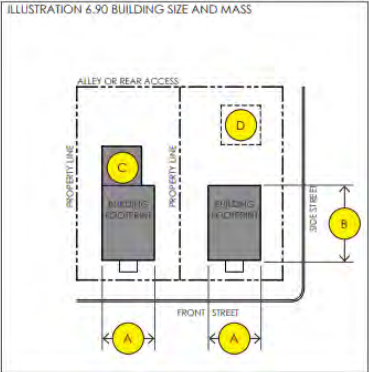
We know from the rental maps that these neighborhoods are already made up of missing middle housing types.



So why is the zoning map mostly yellow (single-family) in these neighborhoods?



Form Based Code only allows duplexes/small multiplexes on appropriate lot sizes. Note required lot widths.



SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2004)
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

So you end up with this



Not this



Proper Zoning

4 unit home (left) on an appropriately sized lot with alley access next to vacant lot and a single-family home (right)



Improper Zoning

3-unit home (below left) on a lot that is too small and without alley access, parking in the yard. And multi-family homes (below right) with no alley access, using a vacant lot for parking/storage.



Proper Zoning

4-unit homes in McLaughlin on appropriately sized lots with alleys. ADU in the back of parcel on the left.



Improper Zoning

3 unit on small parcel without alley, make-shift parking lot on vacant lot adjacent



Improper Zoning

Former duplex on Isabella. Non-conforming. Sitting vacant. A potential buyer wants to invest, but only if it makes sense. Not economically feasible to turn back to single-family. Potential ADU in back.



FBC, UR zoning would allow the following home types:

- Detached
- Rowhouse
- Duplex
- Small Multi-plex
- Live/Work
- Carriage House (Accessory Dwelling Unit)

BUILDING TYPE	FRONTAGE	ZONING	BUILDING HEIGHT	LOT WIDTH	LOT DEPTH
LIVE / WORK BUILDING TYPE	with STOREFRONT				
	with DOORYARD	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.	
	with LIGHTWELL				
	with STOOP	Conditional*	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.	
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT				
	with DOORYARD				
	with STOOP				
	with PROJECTING PORCH				
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.	
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.	
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.	
ROWHOUSE BUILDING TYPE	with LIGHTWELL				
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.	
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.	
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.	
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.	
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.	
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.	
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.	
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.	
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)	
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.	

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.
 * Refer to the Building Type with specific frontage option in Section 2006 for buildings and frontages labeled as Conditional.

Staff Proposes to Amend the Form Based Code Slightly

SE SMALL MULTI- PLEX BUILDING TYPE B	with PROJECTING PORCH			
	with STOOP	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	4 unit max. By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
SE SMALL MULTI- PLEX BUILDING TYPE C	with LIGHTWELL			

- In February, the Commission amended the FBC to state that small multi-plexes could only be “**4 unit max,** by right.”
- Staff recommends also adding “only when a useable alley is present.”

This will require all small-multiplexes to be placed on appropriately sized lots with alley access, which will cut down on privacy/noise/blight issues that are perceived to be associated with multi-family homes. It will also greatly limit the amount of small multi-plexes allowed on existing lots, ensuring a nice mixture of housing types.

McLaughlin Lots Eligible for Small-Multiplex Homes Under Proposal



Jackson Hill Lots Eligible for Small-Multiplex Homes Under Proposal



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to Form Based Code, Urban Residential.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to Form Based Code, Urban Residential.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC
City Clerk

CERTIFICATE

(Rezoning for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to FBC, UR)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of September 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on September 22, 2020, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for several properties in the Jackson Hill, McLaughlin and Angell Neighborhoods to FBC, UR.

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

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

Published _____, 2020

CITY OF MUSKEGON

By _____

Ann Meisch, MMC
City Clerk

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

Account No. 101-80400-5354