CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 11, 2018 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS AND AWARDS:**
- □ **INTRODUCTIONS/PRESENTATION:**
- □ **CITY MANAGER'S REPORT:**
- □ **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **Approval of a Neighborhood Enterprise Zone Certificate – 662 Terrace Point Circle** Planning & Economic Development

C. **Approval of a Neighborhood Enterprise Zone Certificate – 664 Terrace Point Circle** Planning & Economic Development

D. **Approval of a Neighborhood Enterprise Zone Certificate – 668 Terrace Point Circle** Planning & Economic Development

E. **Approval of a Neighborhood Enterprise Zone Certificate – 670 Terrace Point Circle** Planning & Economic Development

F. **Sale of Property at 1078 Second Street** Planning & Economic Development

G. **Sale of A Buildable Lot at 654 Allen Avenue** Planning & Economic Development

H. **Police Cruisers** DPW/Equipment

I. **Certification of MERS Representatives** Finance

J. **Supplemental MERS Contribution** Finance

K. Approve First Amendment to First Amended and Restated Real Estate Sale and Development Agreement City Manger

L. Approve CRC Recommendations to Accept Resignations and Appoint Members to Fill Various Vacancies City Clerk

□ **PUBLIC HEARINGS:**

A. Request to Conduct a Public Hearing of the Community & Neighborhood Services Department Consolidated Annual Performance Evaluation Report (CAPER 2017) Community & Neighborhood Services

□ **COMMUNICATIONS:**

□ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

A. 2018 Capital Improvement Projects – Remembrance Drive Reconstruction Department of Public Works

B. Rental Ordinance Changes Public Safety

□ **ANY OTHER BUSINESS:**

□ **PUBLIC PARTICIPATION:**

► **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- TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

Memorandum

To: Mayor and Commissioners

From: Frank Peterson

Re: City Commission Meeting

Date: September 6 2018

Here is a quick outline of the items on our very full agenda(s):

WORK SESSION

1. We are proposing some changes to our rental ordinance. Jeff Lewis and representatives from SAFEbuilt will be in attendance to discuss.
2. We are proposing an extension to the purchase agreement for 1000 West Western to work out a number of title issues. We are now asking to close on the transaction by October 4, 2018.
3. We are proposing that staff be allowed to enter into an agreement to sell 1078 Second Street. This is one of the rehab projects that the city started back in January. The purchase price is $140,000. The purchaser is a current resident of the neighborhood that will be moving from an apartment on Hamilton. She is a first time home buyer and we are excited to see this home go to her.
4. We have three responses to the Mid-Town Square 2 request for proposals. Staff will be spending time Friday and this weekend finalizing our recommendation. We anticipate being in a position to make an initial recommendation to the Commission at work session. If there is an agreement in direction, we will plan to present to the neighborhood at an upcoming neighborhood meeting.
5. ADA Department of Justice overview. Dwana Thompson will be in attendance to discuss this topic.

REGULAR MEETING

1. Under the Consent Agenda, we are asking the Commission to consider the following:
    a. Approval of meeting minutes from the most-recent City Commission meeting.
    b. Approval of an NEZ certificate for 662 Terrace Pointe Circle.
    c. Approval of an NEZ certificate for 664 Terrace Pointe Circle.
    d. Approval of an NEZ certificate for 668 Terrace Pointe Circle.
    e. Approval of an NEZ certificate for 670 Terrace Pointe Circle.

f. Approval of a sale agreement for the property located at 1078 Second Street.
g. Sale of the buildable lot at 654 Allen Avenue. The purpose of the sale is to accommodate the neighboring property owner's desire to expand her daycare.
h. Authorization to purchase seven (7) new police cruisers for the police department. The total cost is $250,117.00. This was budgeted in the equipment fund.
i. Appointment of City of Muskegon MERS representative at the upcoming annual MERS conference.
j. Authorize staff to make a supplemental $111,257.58 payment to MERS.

2. Under Public Hearings we will accept comments regarding the City's 2017 Consolidated Annual Performance Evaluation Report. This is a required public hearing to be compliant with our CDBG and HOME programs.

3. Under the New Business, we are asking the Commission to consider the following:
    a. Authorization to award the Remembrance Road reconstruction project to Jackson-Merkey Contractors for $454,559.00. The original engineers estimate was $588,000. This road improvement will support the Hemisphere Design Company's new distribution center – which is currently under construction, and slated to open in 2019. The funds are budgeted in the Major Street Fund.
    b. Rental Ordinance Changes. This item will be discussed in depth at the work session.

Let me know if you have any questions/comments/concerns

Date: September 6, 2018

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes of the August 28, 2018 Regular Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

AUGUST 28, 2018 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, August 28, 2018. Pastor Leroy Lockhart, New Birth Ministries, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood Commissioners Ken Johnson, Byron Turnquist, Willie German, Jr., Debra Warren, and Dan Rinsema-Sybenga, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

INTRODUCTIONS/PRESENTATION:

A. Breast Feeding Awareness Month A resolution recognizing the benefits of breast feeding was presented by the Mayor.

2018-61 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve minutes of the August 13, 2018 Worksession and the August 14, 2018 regular meeting.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the minutes.

B. Gaming License Request from West Michigan's Finest City Clerk

SUMMARY OF REQUEST: West Michigan's Finest is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval.

C. <u>Gaming License Request from Family Promise of the Lakeshore</u> City Clerk

SUMMARY OF REQUEST: Family Promise of the Lakeshore is requesting a resolution recognizing them as a non-profit organization operating in the City for the purpose of obtaining a Gaming License.

STAFF RECOMMENDATION: Approval.

D. <u>Division Street Outfall Green Infrastructure Project – Resolution of Authority to Sign Agreement with CSX Transportation</u> Department of Public Works

SUMMARY OF REQUEST: Approve the resolution of authority to sign an agreement with CSX Transportation, Inc. to facilitate the green infrastructure project at the City's Division Street outfall to Muskegon Lake.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the resolution of authority to sign the agreement with CSX Railroad.

E. <u>Launch Ramp Ordinance Change – 2nd Reading</u> Department of Public Works

SUMMARY OF REQUEST: To amend Chapter 58 Parks and Recreation ordinance to clarify daily and annual launch ramp permit parameters, vessel and trailer size restrictions, and commercial use of City of Muskegon launch ramps.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approve the modified language for the ordinance.

Motion by Commissioner Warren, second by Commissioner German, to approve the consent agenda as presented, except item F.

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

Nays: None

MOTION PASSES

2018-62 ITEMS REMOVED FROM CONSENT AGENDA:

F. <u>New Position: Arena Director</u> City Manager

SUMMARY OF REQUEST: The Arena Director will be responsible for the overall management of the L.C. Walker Arena including planning, developing, scheduling and marketing profitable programs of interest, providing leadership and direction to all staff and building relationships/addressing needs with all

different user groups of the Ice Arena. The Director prepares contracts for the utilization of facilities and makes necessary arrangements to prepare for events; plans and implements programs and events; directs the operational repairs of the arena, ice plant, and ice surface; and orders necessary supplies and materials, and supervises support staff. This position will report directly to the City Manager.

We are requesting that the City Commission authorize staff to open a new position for Arena Director. The position was previously filled via a management contract. Staff feels the position would best meet the Arena's needs as a regular full time employee.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Authorize the City Manager to Hire and appoint an Arena Director as part of the city staff.

Motion by Commissioner Turnquist, second by Commissioner Warren, to authorize the City Manager to Hire and appoint an arena Director as part of the city staff.

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

Nays: None

MOTION PASSES

2018-63 NEW BUSINESS:

A. <u>Concurrence with the Housing Board of Appeals Notice and Order to Demolish</u> Public Safety

1967 Reynolds Street

1932 Reynolds Street

1679 Park Street

1303 6th Street

1144 3rd Street

SUMMARY OF REQUEST: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structures are unsafe, substandard, a public nuisance and that they be demolished within 30 days. It is further requested that administration be directed to obtain bids for the demolition of the structures and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent or responsible party if they do not demolish the structure.

FINANCIAL IMPACT: None or General Funds

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner Johnson, second by Commissioner German, to concur with the Housing Board of Appeals decision to demolish all structures on the property at 1967 Reynolds, 1932 Reynolds, 1679 Park Street, and 1303 6th Street.

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

Nays: None

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to concur with the Housing Board of Appeals decision to demolish all structures on the property at 1144 3rd Street.

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

Nays: None

MOTION PASSES

B. Rezoning request for 235, 239, 240, 250, and 254 Monroe Avenue from R-3, High-Density Single-Family Residential to Form Based Code, Urban Residential Planning & Economic Development

SUMMARY OF REQUEST: Staff initiated request to rezone the properties to allow for more housing options. These properties will be the location of the next phase of Midtown Square homes. The Urban Residential zoning designation allows for row houses, which would fit in nicely between he business district and the detached homes in the neighborhood.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Staff recommends approval of the rezonings.

COMMITTEE RECOMMENDATION: The initial request included the rezoning of several other parcels as well. A motion to rezone the properties at 235-254 Monroe Avenue to Form Based Code, Urban Residential was approved 8-1, with one member absent.

Motion by Commissioner German, second by Commissioner Johnson, to approve the rezonings for 235, 239, 240, 250 & 254 Monroe Avenue from R-3, High-Density Single-Family Residential to Form Based Code, Urban Residential

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

Nays: None

MOTION PASSES

2018-64 CLOSED SESSION:

A. <u>Property Acquisition</u>

Motion by Vice Mayor Hood, second by Commissioner Rinsema-Sybenga, to go into closed session to discuss property acquisition.

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

Nays: None

MOTION PASSES

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to come out of closed session.

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

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 8:20 p.m.

Respectfully Submitted,

Ann Marie Meisch, City Clerk, MMC

Commission Meeting Date: September 11, 2018

Date: September 6, 2018

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Approval of a Neighborhood Enterprise Zone Certificate – 662 Terrace Point Circle

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SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Terrace Point Landing, LLC for the new construction of a home at 662 Terrace Point Circle. The estimated cost for construction is $203,417. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 662 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 11th day of September, 2018.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on September 11, 2018.

By: _____
Ann Meisch
City Clerk

Commission Meeting Date: September 11, 2018

Date: September 6, 2018

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Approval of a Neighborhood Enterprise Zone Certificate – 664 Terrace Point Circle

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SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Terrace Point Landing, LLC for the new construction of a home at 664 Terrace Point Circle. The estimated cost for construction is $199,760. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 664 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 11th day of September, 2018.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

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By: _____
Ann Meisch
City Clerk

Commission Meeting Date: September 11, 2018

Date: September 6, 2018

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Approval of a Neighborhood Enterprise Zone Certificate – 668 Terrace Point Circle

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SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Terrace Point Landing, LLC for the new construction of a home at 668 Terrace Point Circle. The estimated cost for construction is $168,739. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 668 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 11th day of September, 2018.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

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By: _____
Ann Meisch
City Clerk

Commission Meeting Date: September 11, 2018

Date: September 6, 2018

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Approval of a Neighborhood Enterprise Zone Certificate – 670 Terrace Point Circle

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SUMMARY OF REQUEST:

An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Terrace Point Landing, LLC for the new construction of a home at 670 Terrace Point Circle. The estimated cost for construction is $168,739. The applicant has met local and state requirements for the issuance of the NEZ certificate.

FINANCIAL IMPACT:

Taxation will be applied as one-half of the previous year's state average principal residence millage rate to the value of the facility.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Approval of the NEZ certificate.

COMMITTEE RECOMMENDATION:

None

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Terrace Point Landing, LLC to construct a new home at 670 Terrace Point Circle in the Terrace Point Condominium neighborhood, and;

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

WHEREAS, the local unit of government is allowing the six (6) month grace period after construction commencement to apply, which is allowed under the law;

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for twelve (12) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Terrace Point Landing, LLC be approved.

Adopted this 11th day of September, 2018.

Ayes:

Nays:

Absent:

By: _____
Stephen J. Gawron, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on September 11, 2018.

By: _____
Ann Meisch
City Clerk

Commission Meeting Date: September 11, 2018

Date: September 6, 2018

To: Honorable Mayor and City Commissioners

From: Planning & Economic Development

RE: Sale of the Property at 1078 Second St

SUMMARY OF REQUEST:

Staff initiated request to approve the purchase agreement for the sale of the home at 1078 2nd St to Rachel Stewart. This home was recently purchased by the city, rehabbed and converted back into a single-family home from a three-unit home.

FINANCIAL IMPACT:

The City will receive the amount of money as described in the purchase agreement.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the purchase agreement.

COMMITTEE RECOMMENDATION:

None

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made August 30, 2018, by and between the **City of Muskegon,** a municipal corporation, with offices at 933 Terrace Street, Muskegon, Michigan 49440 ("Seller"), and **Rachel Stewart**, of 81 Hamilton Ave. Apt. #38, Muskegon, MI 49441 ("Buyer") (collectively the "Parties").

1. **General Agreement and Description of Property.** Seller agrees to sell, and Buyer agrees to buy the 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, commonly known as 1078 2nd Street, Muskegon, Michigan 49440, situated in the City of Muskegon, Muskegon County, Michigan ("Property"), and legally described in **Exhibit A**, subject to the reservations, restrictions, and easements of record, provided said reservations, restrictions, and easements of record are reasonably acceptable to Buyer upon disclosure and review of the same.

2. **Purchase Price and Manner of Payment.** The purchase price for the Property shall be One Hundred Forty Thousand Dollars and 00/100 ($140,000.00). If the appraised value of the Property is determined to be at least Five Thousand Dollars ($5,000.00) less than the purchase price, the Parties agree to reduce the purchase price to an amount no more than Five Thousand Dollars ($5,000.00) above the appraised value of the Property; provided, however, if the appraised value is below $100,000.00, the Parties agree to negotiate a new purchase price. The purchase price shall be payable as follows:

    a. Upon execution of this Agreement, Buyer will deliver to Seller a cashier's check payable to Seller in the amount of $1,000 (the "Earnest Money"), to be held by the Title Company. If the transaction contemplated by this Agreement closes, the Earnest Money will be applied against the purchase price. If the transaction fails to close as a result of a breach by Buyer or Buyer otherwise failing to comply with the terms of this Agreement, Seller shall have the right to retain the Earnest Money.

    b. At Closing, Buyer will pay the remaining balance of the purchase price in full to Seller, by wire transfer, certified or cashier's check.

3. **Title Insurance.** Seller, at Seller's expense, will obtain a commitment for title insurance issued by Transnation Title Agency ("Title Company"), for an amount not less than the purchase price, guaranteeing title on the conditions required in this Agreement. In the event the reservations, restrictions, or easements of record disclosed by said title commitment are, in the reasonable discretion of Buyer, deemed unreasonable, Seller shall have 20 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 provided in this Agreement, within 10 days of written notification from Seller. 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 shall terminate. The premium for the owner's title policy, if any, shall be paid by Buyer.

4. **Property Taxes and Assessments.** Real estate taxes and assessments due and payable prior to Closing shall be the responsibility of Seller. Real estate taxes that become due and payable after the date of Closing will be the responsibility of Buyer.

5. **Personal Property and Fixtures.** All fixtures and appliances are included in this sale at no additional cost to Buyer, except as specifically listed below. These items include, without limitation,

the following: plumbing, heating and lighting fixtures; all drapery and curtain hardware; all window shades and blinds; all kitchen appliances; wall-to-wall carpeting, if attached; all attached mirrors and bathroom mirrors; stationary laundry tubs; washer and electric dryer, water softener, water heater; heating and air conditioning equipment (window units excluded); ceiling fans; built-in gas grills; water pump and pressure tank; TV antenna; screens and storm windows and doors; awnings; mailbox; all plantings; garage door openers and controls; fireplace screens and grates; locks and keys; and all personal property located on the Property as of Closing. All such fixtures and other personal property included in the sale are being sold "AS-IS". The following items of personal property shall be excluded from the sale:

_____

_____.

6. **Survey.** Seller will provide Buyer with any existing surveys of the Property. Buyer, at Buyer's own expense, may obtain a survey of the Property, and Buyer or Buyer's surveyor or other agents may enter the Property for that purpose prior to Closing; provided, however, Buyer must order such survey within 7 days following the full execution of this Agreement. 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 Property 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 a material encroachment or substantial variation from the presumed land boundaries or area, Buyer will notify Seller of such encroachment or variation within 5 days following receipt of the survey, and Seller shall have the option of effecting a remedy within 10 days after disclosure and paying the cost of such survey, or this Agreement shall terminate at the election of either party. Buyer may elect to purchase the Property subject to said encroachment or variation.

7. **Inspections by Buyer and Condition of Property.** Upon completion of Seller's renovations to the Property, including construction of a garage, Seller shall provide Buyer with a Certificate of Final Completion. For a period of fourteen (14) calendar days following Buyer's receipt of Seller's Certificate of Final Completion ("Inspection Period"), Buyer has the right to inspect all or any portion of the Property at Buyer's sole cost and expense. These inspections may include, without limitation, the soil and groundwater; all structures; pest inspections; municipal inspections as described below; well and septic, if necessary; and the plumbing, heating, ventilating, air conditioning, and electrical systems. All such inspections shall be on prior notice to Seller and be done at reasonable times. Buyer shall indemnify, defend and hold Seller harmless from and against any damage to or injury to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement prior to the end of the Inspection Period if the inspections are not acceptable to Buyer, in Buyer's reasonable discretion, by giving Seller written notice prior to the end of the Inspection Period, in which case Buyer would be entitled to return of the Earnest Money. If Buyer does not exercise Buyer's right to terminate prior to the end of the Inspection Period, the right to terminate shall be deemed to have been waived and Buyer will be deemed to have accepted the Property, improvements thereon, and all fixtures in their present, AS-IS condition.

8. **Condition of Property.** 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 Property and the personal property are taken **"AS IS"**. Buyer further represents and warrants that Buyer is not purchasing the Property based on any representations made by or on behalf of Seller.

9. **Lead-Based Paint.** Buyer acknowledges receiving a Lead Paint Disclosure from Seller, a copy of which is attached as **Exhibit B**.

10. **Seller's Disclosure Statement.** Upon issuing a Certificate of Final Inspection to Buyer, Seller shall simultaneously provide Buyer with a completed Seller's Disclosure Statement.

11. **Real Estate Commission.** Buyer and Seller both acknowledge and agree that no agent, broker, salesperson, or other party is entitled to a real estate commission upon the Closing of this sale. Buyer and Seller both agree to indemnify and hold the other harmless from any liability, including reasonable attorney fees, occasioned by reason of any person or entity asserting a claim for a real estate commission arising from actions taken by the other party.

12. **Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than _____, 2018 ("Closing"). The Closing shall be conducted at the Title Company or at such other location as the parties mutually agree.

13. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Seller shall pay the state and county transfer taxes in the amount required by law; (ii) Buyer shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iii) Buyer shall pay for the cost of recording the quit-claim deed; and (iv) Seller shall pay any Closing fees charged by the Title Company.

14. **Deliveries.** At Closing, Seller shall execute and deliver a quit-claim deed for the Property to Buyer. The parties shall execute and deliver such other documents reasonably required to close the transaction.

15. **Possession.** Possession of the Property will be delivered to Buyer at Closing; provided, however, after full execution of this Agreement, Seller will reasonably permit Buyer to enter certain areas of the Property to store certain items in the Property while construction on the Property is being completed. If Buyer chooses to keep personal items at the Property prior to Closing, Seller shall not be responsible for the loss, damage, or theft of Buyer's items kept on the Property. Seller agrees that the Property shall be vacant prior to Closing.

16. **Default.**

a. ***By Seller.*** If Seller for any reason does not perform the material terms and conditions of this Agreement, Buyer may, at Buyer's option, elect to enforce the performance of this Agreement or be entitled to terminate this Agreement.

b. ***By Buyer***. If Buyer for any reason does not perform the terms and conditions of this Agreement, Seller, at Seller's option and in addition to any and all legal and equitable remedies available under Michigan law, may elect to enforce the performance of this Agreement, or be entitled to terminate this Agreement and retain the Earnest Money as liquidated damages.

17. **Risk of Loss.** Until the time of Closing, risk of loss because of the damage to or destruction of any improvements located on the Property shall be solely that of Seller; provided, however, that if such loss or damage to any improvements on the Property was caused by Buyer prior to the time of Closing, Buyer shall be solely responsible for such risk of loss. In the event the improvements located on the Property are damaged at the fault of Seller prior to the date of Closing, and are not repaired by Seller prior to Closing, Buyer may elect to terminate this Agreement; or Buyer may elect to continue this Agreement in which event Seller shall assign to Buyer any insurance proceeds to be received by Seller because of said damage or other destruction to the Property.

18. **Notice.** All notices and other deliveries required under this Agreement shall be made and given to the appropriate party, or the office of the party, at the address set forth above or at such other address as may hereafter be specified by such parties by written notice from time to time. Notices shall be effective on the date of receipt, if given by hand, express delivery or recognized courier service. Notices given by certified mail shall be deemed effective five business days after the date of deposit in an authorized postal facility, as shown by its receipt for certified mail.

19. **Miscellaneous.**

a. ***Governing Law.*** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan.

b. ***Entire Agreement.*** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. ***Amendment.*** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. ***Binding Effect.*** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

e. ***Counterparts.*** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document.

f. ***Full Execution.*** This Agreement requires the signature of all 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.

g. ***Non-Waiver.*** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this 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 of this Agreement shall not in any way be impaired or affected.

i. ***No Reliance.*** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. ***Assignment or Delegation.*** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. ***Venue.*** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

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

Seller – City of Muskegon

By: _____
Name: Stephen Gawron
Title: Mayor
Date: _____, 2018

By: _____
Name: Ann Marie Meisch
Title: Clerk
Date: _____, 2018

Buyer –

Rachel Stewart

Exhibit A

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

> The South ½ of Lot 4, Block 352, Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records

Parcel No.: 61-24-205-352-0004-10
Commonly known as: 1078 2nd Street, Muskegon, Michigan 49440

Exhibit B
Lead Disclosure Form
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
_____
_____
(ii) ___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (check (i) or (ii) below):
(i) ___ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
_____
_____
(ii) ___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)
(c) ___ Buyer has received copies of all information listed above.
(d) ___ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*
(e) ___ Buyer has (check (i) or (ii) below):
(i) ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) ___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)
(f) ___ Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller – City of Muskegon **Buyer –**

_____ _____ _____ _____
Stephen Gawron, Mayor Date Rachel Stewart Date

Commission Meeting Date: September 11, 2018

Date: September 4, 2018

To: Honorable Mayor & City Commission

From: Planning & Economic Development Department

RE: Sale of Buildable Vacant Lot at 654 Allen Ave.

SUMMARY OF REQUEST:

To approve the sale of a vacant buildable lot at 654 Allen Ave. to Denise Koetje to combine with her property at 650 Allen Ave., Muskegon, MI. The lot is 50 x 132 ft. and Ms. Koetje has offered $500 for the property plus the fee to register the deed. She has a licensed day care out of her home and would like to fence the property, install play equipment and provide more space for the children in her care. She had already purchased 16 feet of this property in 2017. The City has owned this property since August 12, 2003 with no inquiries for potential construction. By combining this with Ms. Koetje's property; this will alleviate the City from continued maintenance and place the property back on the tax rolls. The City has spent an average of $395.00 per year in maintenance of the vacant lot since 2002.

FINANCIAL IMPACT:

The sale of this lot will generate additional tax revenue for the City and will place the property back on the City's tax rolls thus relieving the City of continued maintenance costs.

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the attached resolution and to authorize both the Mayor and the Clerk to sign said resolution and deed.

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION APPROVING THE SALE OF A BUILDABLE LOT AT 654 ALLEN AVE. FOR $500.

WHEREAS, Denise Koetje will be allowed to purchase the parcel designated as number 24-205-051-0012-00, located at 654 Allen Ave. for $500; and

WHEREAS, Denise Koetje will combine this with the property she owns at 654 Allen Ave.; and

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

WHEREAS, the sale of a buildable lot would require a home to be constructed; instead she will be combining this with her current property that does have a home; and

WHEREAS, she will not be constructing a new home on this parcel; and

NOW THEREFORE BE IT RESOLVED, that parcel number 24-205-051-0012-00, located at 654 Allen Ave. to be sold to Denise Koetje for $500.

CITY OF MUSKEGON REVISED PLAT OF 1903 THE EAST 50 FEET OF LOT 12 BLOCK 51.

Adopted this 11th day of September 2018.

Ayes:

Nays:

Absent

By: _____
Stephen J. Gawron
Mayor

Attest: _____
Ann Meisch, MMC
City Clerk

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 September 11, 2018.

By: _____
Ann Meisch, MMC
City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made September 11, 2018 (“Effective Date”), by and between the **CITY OF MUSKEGON**, a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller"), and **Denise Koetje**, of 650 Allen Ave, Muskegon, MI 49442 ("Buyer").

1. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, the 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, located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

SEE ATTACHMENT A

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 Five Hundred and no/100 Dollars ($500), payable in cash, money order, or bank certified check plus any fees associated with registering the deed.

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.** The Buyer wishes to purchase the property as is, where is and may obtain title insurance at a later date and agrees to be responsible for any fees associated with a title search or title insurance for the property.

5. **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. 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 STUBSTANCES ARE FOUND.

8. **Closing.** The Buyer shall pay for the premises and registering of the quit claim deed within 30 days of the City Commission approving the sale.

9. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to The Register of Deed's Office for the Premises.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller once the deed has been recorded at the Muskegon County Register of Deed's Office.

12. **Costs.** Buyer shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Buyer 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 with the Seller registering the deed.

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 on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

_____

_____

_____

_____

SELLER: CITY OF MUSKEGON

By_____
Stephen J. Gawron, Mayor

Date: _____

_____
Ann Meisch, MMC, Clerk

Date: _____

BUYER: Denise Koetje

_____
Name: Denise Koetje

Date: _____

ATTACHMENT A

CITY OF MUSKEGON REVISED PLAT OF 1903 THE EAST 50 FEET OF LOT 12 BLOCK 51.

Parcel No.: 61-24-205-051-0012-00
Commonly known as: 654 Allen Avenue

QUIT CLAIM DEED

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

QUIT CLAIMS TO: Denise Koetje whose address is 650 Allen Ave., Muskegon, MI 49442.

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

CITY OF MUSKEGON REVISED PLAT OF 1903 THE EAST 50 FEET OF LOT 12 BLOCK 51, otherwise known as 654 Allen Ave. (#24-205-051-0012-00).

for the sum of: Five Hundred Dollars ($500.00)

PROVIDED, HOWEVER, whenever possible, this property is to be combined with the owner's original parcel #24-205-052-0011-00, otherwise known as 650 Allen Ave.

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 11th day of September, 2018

Signed in the presence of:

_____

_____

CITY OF MUSKEGON

By_____
Stephen J. Gawron, Its Mayor

and_____
Ann Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 11th day of September, 2018, by STEPHEN J. GAWRON and ANN MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

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

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

WHEN RECORDED RETURN TO: GRANTEE

SEND SUBSEQUENT TAX BILLS TO: GRANTEE

Date: 9/11/2018

To: Honorable Mayor and City Commissioners

From: DPW/Equipment

RE: Police Cruisers

SUMMARY OF REQUEST:

The Equipment Division is requesting permission to purchase seven (7) new police cruisers from Berger Chevrolet, off the Oakland County Contract, which is the lowest price available. This will create a financial impact of $250,117.00 that was budgeted for out of the Equipment Div.

FINANCIAL IMPACT:

$250.117.00

BUDGET ACTION REQUIRED:

None. Amount is what was budgeted.

STAFF RECOMMENDATION:

Authorize staff to purchase seven (7) new police cruisers from Berger Chevrolet.

Commission Meeting Date: September 11, 2018

Date: **September 5, 2018**

To: **Honorable Mayor and City Commissioners**

From: **Finance**

RE: **Certification of MERS Representatives**

SUMMARY OF REQUEST: 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 Diane Renkenberger from the Non Union.

It is recommended that Elizabeth Lewis (Finance Director) be designated as the City's employer delegate.

FINANCIAL IMPACT: Registration for the MERS conference in Grand Rapids, MI is $250 per person. Additionally, mileage, hotel and related costs will be incurred.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Certification of Elizabeth Lewis and Diane Renkenberger to be the City's officer and employee delegates at the MERS annual meeting in Grand Rapids on October 4 and 5, 2018.

MERS®
Municipal Employees' Retirement System

Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377) • Fax: 517.703.9707
www.mersofmich.com

2018 Officer and Employee Delegate Certification Form

MERS 72nd Annual Conference | October 4–5, 2018 | Amway Grand Plaza Hotel, Grand Rapids, MI

Please print clearly • Upload with registration and retain a copy for your records

IMPORTANT: A **voting delegate registered** to attend the **MERS Retirement Conference** is ***NOT*** confirmed to have voting rights until this form has been received by MERS.

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.

If you are NOT attending the MERS Annual Conference, you do not need to submit this form.

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: Elizabeth A. Lewis

Officer Alternate name:

Officer delegate and alternate listed above were appointed to serve at the 2018 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on 9/11, 2018.

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: Diane Benkenberger

Employee Alternate name:

Employee delegate and alternate listed above were elected to serve at the 2018 MERS Retirement Conference by secret ballot election conducted by an authorized officer on 9/11, 2018.

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.

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*	Municipality number*	Email address	
City of Muskegon	6116		
Employer address	**Employer city**	**Employer state**	**Employer zip code**
933 Terrace St.	Muskegon	MI	49440
Signature of authorized authority*	**Printed name**		
Title of authorized authority*	**Date**		

* Required field

TIP: Scan and upload this completed form to your computer. Then attach it to your registration when you register online to attend the conference. www.mersofmich.com

Commission Meeting Date: September 11, 2018

Date: September 5, 2018

To: Honorable Mayor and City Commissioners

From: Finance

RE: Supplemental MERS Contribution

SUMMARY OF REQUEST: For the fiscal year that ended June 30, 2018, staff conservatively budgeted for pension costs. The amount the City was expensing each pay period for our pension costs was conservatively calculated, this created a surplus. At this time staff believes it is appropriate to take this opportunity to make a $111,257.58 supplemental payment (above the actuarial computed amount) to MERS. This is money that the city would be required to pay to MERS eventually. Paying early, while the city is in a position do so, may help to ease some pressure on future city budgets.

FINANCIAL IMPACT: $111,257.58 supplemental payment to MERS. $111,257.58 will be paid from monies already set aside for MERS in the collector fund.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Authorize staff to make a supplemental $111,257.58 payment to MERS.

AGENDA ITEM NO. _____
CITY COMMISSION MEETING _____

TO: Honorable Mayor and City Commissioners

FROM: Frank Peterson, City Manager

DATE: September 11, 2018

RE: 1000 W. Western – First Amendment to First Amended and Restated Real Estate Sale and Development Agreement

SUMMARY OF REQUEST:
To approve the First Amendment to First Amended and Restated Real Estate Sale and Development Agreement.

FINANCIAL IMPACT:
None

BUDGET ACTION REQUIRED:
None at this time.

STAFF RECOMMENDATION:
To authorize the city manager to enter into the Agreement.

COMMITTEE RECOMMENDATION:
None.

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED REAL ESTATE SALE AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED REAL ESTATE SALE AND DEVELOPMENT AGREEMENT ("**Amendment**") is made effective as of August 31, 2018, and amends the First Amended and Restated Real Estate Sale and Development Agreement by and between HARBOR WEST, LLC, a Michigan limited liability company ("**Buyer**"), and CITY OF MUSKEGON, a Michigan municipal corporation ("**Seller**"), dated as of August 15, 2018 (the "**Agreement**"), regarding certain real property located in the City of Muskegon, Muskegon County, Michigan, commonly known as 1000 W. Western Avenue. In consideration of the mutual covenants contained in this Amendment, Buyer and Seller agree as follows:

1. Inspection Period. Paragraph 10(a) of the Agreement is amended to provide that the Inspection Period has been extended and will end on October 4, 2018.

2. Closing. Paragraph 11(a) of the Agreement is amended to provide that the Closing Date shall be not later than October 5, 2018.

3. Miscellaneous. The provisions of this Amendment shall be part of the Agreement and shall control in the event of any inconsistency. This Amendment may be executed in one or more counterparts, and by the different parties to this Amendment on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Amendment, shall be deemed to have the same legal effect as original signatures on this Amendment. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except as expressly amended by this Amendment, the Agreement is ratified and confirmed as originally executed. All capitalized terms not otherwise defined in this Amendment shall have the same meanings set forth in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Buyer and Seller executed this First Amendment to First Amended and Restated Real Estate Sale and Development Agreement effective as of August 31, 2018.

Dated: _____, 2018

HARBOR WEST, LLC, a Michigan limited liability company

By: _____
Name: W. Sidney Smith
Title: Sole Manager

Buyer

Dated: _____, 2018

CITY OF MUSKEGON, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

Seller

17520657

Date: September 11, 2018

To: Honorable Mayor and City Commissioners

From: Ann Marie Meisch, City Clerk

RE: Community Relations Committee Appointment Recommendations

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SUMMARY OF REQUEST: To accept resignations and appointments for various community relations committees, boards, authorities, and commissions, as follows:

Citizen Police Review Board
Resign: Ellouise Hieftje (Neighborhood Association Representative) and Carlos Flores (Member of a Minority Based Organization)
Appoint: Teresa Emory

CDBG/CDC
Resign: Tom Pastoor (Citizen at Large)
Appoint: Eleanor Canter

Construction Code Board of Appeals
Appoint: Brion Boucher

Housing Commission
Resign: Maxine Lenear (Citizen)
Appoint: Ken Grant

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To concur with the recommendations of the Community Relations Committee and approve the resignations and appointments.

Commission Meeting Date: September 11, 2018

Date: September 6, 2018

To: Honorable Mayor & City Commission

From: Community and Neighborhood Services Department

RE: Request to conduct a Public Hearing of the Community & Neighborhood Services department Consolidated Annual Performance Evaluation Report (CAPER 2017)

SUMMARY OF REQUEST: To conduct a public hearing of the 2017 CAPER for projects funded with CDBG and HOME HUD Entitlements to the City of Muskegon, Community and Neighborhood Services department.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: To submit the 2017 CAPER including any public comments received during the 20 day comment period ending September 26, 2018.

COMMITTEE RECOMMENDATION: None

Date: September 4th, 2018

To: Honorable Mayor and City Commissioners

From: Department of Public Works

RE: 2018 Capital Improvement Projects – Remembrance Drive Reconstruction

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SUMMARY OF REQUEST:

Award contract (H-1720) for reconstruction, storm sewer installation, sanitary sewer, curb and gutters on Remembrance Drive from Keating Avenue south to the entrance of the new KL Industries facility. Four contractors submitted bids for this project as follows:

Jackson-Merkey Contractors, Inc. $454,559.00
Connan Inc. $497,572.55
Diversco Construction Co. $593,926.80
Dykema Excavators, Inc. $672,897.00

FINANCIAL IMPACT:

$454,559.00

BUDGET ACTION REQUIRED:

None. The project will be funded through planned capital improvement project.

STAFF RECOMMENDATION:

Award the project to the low bidder, Jackson-Merkey Contractors, Inc.

City Of Muskegon

Project Description: Remembrance Drive Reconstruction **Project Number:** H-1720

Project Engineer: Moore and Bruggink (Justin Longstreth) **Bid Opening:** 4-Sep-18

Line Item	Pay Code	Description	Units	Quantity	Engineers Estimate		Jackson-Merkey Contractors		Connan, Inc.		Diversco Construction Co.		Dykema Excavators, Inc.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1500001	Mobilization, Max 10%	LSUM	1	$ 53,594.00	$ 53,594.00	$ 44,500.00	$ 44,500.00	$ 30,000.00	$ 30,000.00	$ 54,847.00	$ 54,847.00	$ 65,000.00	$ 65,000.00
2	2020002	Tree, Rem, 19 inch to 36 inch	Ea	4	$ 850.00	$ 3,400.00	$ 515.00	$ 2,060.00	$ 461.00	$ 1,844.00	$ 1,175.00	$ 4,700.00	$ 1,750.00	$ 7,000.00
3	2020004	Tree, Rem, 6 inch to 18 inch	Ea	3	$ 350.00	$ 1,050.00	$ 420.00	$ 1,260.00	$ 150.00	$ 450.00	$ 675.00	$ 2,025.00	$ 750.00	$ 2,250.00
4	2030015	Sewer, Rem, Less than 24 inch	Ft	15	$ 15.00	$ 225.00	$ 8.00	$ 120.00	$ 20.00	$ 300.00	$ 9.00	$ 135.00	$ 20.00	$ 300.00
5	2040020	Curb and Gutter, Rem	Ft	330	$ 8.00	$ 2,640.00	$ 3.90	$ 1,287.00	$ 6.00	$ 1,980.00	$ 3.50	$ 1,155.00	$ 2.00	$ 660.00
6	2040021	Curb, Rem	Ft	800	$ 8.00	$ 6,400.00	$ 2.80	$ 2,240.00	$ 5.00	$ 4,000.00	$ 3.50	$ 2,800.00	$ 2.00	$ 1,600.00
7	2040050	Pavt, Rem	Syd	100	$ 7.00	$ 700.00	$ 7.00	$ 700.00	$ 6.00	$ 600.00	$ 4.00	$ 400.00	$ 5.00	$ 500.00
8	2040080	Exploratory Investigation, Vertical	Ft	50	$ 50.00	$ 2,500.00	$ 10.00	$ 500.00	$ 20.00	$ 1,000.00	$ 100.00	$ 5,000.00	$ 50.00	$ 2,500.00
9	2050041	Subgrade Undercutting, Type II	Cyd	675	$ 10.00	$ 6,750.00	$ 0.10	$ 67.50	$ 10.00	$ 6,750.00	$ 6.00	$ 4,050.00	$ 10.00	$ 6,750.00
10	2057002	Roadway Grading	Sta	14	$ 2,800.00	$ 39,200.00	$ 2,000.00	$ 28,000.00	$ 2,500.00	$ 35,000.00	$ 2,950.00	$ 41,300.00	$ 980.00	$ 13,720.00
11	2080036	Erosion Control, Silt Fence	Ft	1000	$ 2.00	$ 2,000.00	$ 2.00	$ 2,000.00	$ 1.80	$ 1,800.00	$ 1.60	$ 1,600.00	$ 3.00	$ 3,000.00
12	2087050	Erosion Control, Inlet Protection, Silt Bag	Ea	6	$ 150.00	$ 900.00	$ 110.00	$ 660.00	$ 110.00	$ 660.00	$ 125.00	$ 750.00	$ 150.00	$ 900.00
13	3027011	Aggregate Base, 8 inch, 21AA, Modified	Syd	2200	$ 10.00	$ 22,000.00	$ 8.50	$ 18,700.00	$ 12.50	$ 27,500.00	$ 16.80	$ 36,960.00	$ 9.00	$ 19,800.00
14	3050002	HMA Base Crushing and Shaping	Syd	3450	$ 2.50	$ 8,625.00	$ 2.20	$ 7,590.00	$ 2.50	$ 8,625.00	$ 4.10	$ 14,145.00	$ 4.00	$ 13,800.00
15	3057011	Salvaged Crushed Material, 8 inch	Syd	3200	$ 3.00	$ 9,600.00	$ 2.70	$ 8,640.00	$ 2.50	$ 8,000.00	$ 6.75	$ 21,600.00	$ 5.00	$ 16,000.00
16	4020600	Sewer, Cl E, 12 inch, Tr Det B	Ft	48	$ 52.00	$ 2,496.00	$ 33.50	$ 1,608.00	$ 37.00	$ 1,776.00	$ 41.50	$ 1,992.00	$ 38.25	$ 1,836.00
17	4027001	Storm Sewer, Dual Wall Perforated ADS N12 w/ Sock, 18 inch	Ft	420	$ 55.00	$ 23,100.00	$ 27.00	$ 11,340.00	$ 26.00	$ 10,920.00	$ 36.50	$ 15,330.00	$ 35.80	$ 15,036.00
18	4030312	Dr Structure, Tap, 12 inch	Ea	1	$ 350.00	$ 350.00	$ 410.00	$ 410.00	$ 280.00	$ 280.00	$ 859.00	$ 859.00	$ 800.00	$ 800.00
19	4037050	Catch Basin Special Detail	Ea	5	$ 2,000.00	$ 10,000.00	$ 1,760.00	$ 8,800.00	$ 1,530.00	$ 7,650.00	$ 1,528.00	$ 7,640.00	$ 2,000.00	$ 10,000.00
20	4037050	Dr Structure Cover, Type K, Modified	Ea	5	$ 700.00	$ 3,500.00	$ 520.00	$ 2,600.00	$ 740.00	$ 3,700.00	$ 565.00	$ 2,825.00	$ 600.00	$ 3,000.00
21	4037050	Dr Structure Cover, Adj, Case I, Modified	Ea	1	$ 1,050.00	$ 1,050.00	$ 360.00	$ 360.00	$ 480.00	$ 480.00	$ 554.00	$ 554.00	$ 750.00	$ 750.00
22	4037050	Dr Structure Cover, Type B, Modified	Ea	1	$ 575.00	$ 575.00	$ 375.00	$ 375.00	$ 470.00	$ 470.00	$ 340.00	$ 340.00	$ 425.00	$ 425.00
23	4037050	Dr Structure Cover, Type Q, Modified	Ea	6	$ 575.00	$ 3,450.00	$ 375.00	$ 2,250.00	$ 830.00	$ 4,980.00	$ 365.00	$ 2,190.00	$ 450.00	$ 2,700.00
24	5010005	HMA Surface, Rem	Syd	550	$ 2.50	$ 1,375.00	$ 7.00	$ 3,850.00	$ 2.30	$ 1,265.00	$ 6.00	$ 3,300.00	$ 5.00	$ 2,750.00
25	5010025	Hand Patching	Ton	15	$ 200.00	$ 3,000.00	$ 200.00	$ 3,000.00	$ 200.00	$ 3,000.00	$ 200.00	$ 3,000.00	$ 280.00	$ 4,200.00
26	5010045	HMA, 3E3	Ton	980	$ 80.00	$ 78,400.00	$ 74.40	$ 72,912.00	$ 74.32	$ 72,833.60	$ 74.32	$ 72,833.60	$ 115.00	$ 112,700.00
27	5010051	HMA, 4E3	Ton	655	$ 85.00	$ 55,675.00	$ 85.85	$ 56,231.75	$ 85.84	$ 56,225.20	$ 85.84	$ 56,225.20	$ 130.00	$ 85,150.00
28	5010061	HMA Approach	Ton	50	$ 125.00	$ 6,250.00	$ 125.00	$ 6,250.00	$ 125.00	$ 6,250.00	$ 125.00	$ 6,250.00	$ 175.00	$ 8,750.00
29	8010005	Driveway, Nonreinf Conc, 6 inch	Syd	25	$ 45.00	$ 1,125.00	$ 36.00	$ 900.00	$ 36.00	$ 900.00	$ 36.00	$ 900.00	$ 96.40	$ 2,410.00
30	8027001	Curb and Gutter, Conc, Det F4, Modified	Ft	2980	$ 20.00	$ 59,600.00	$ 11.00	$ 32,780.00	$ 12.00	$ 35,760.00	$ 11.00	$ 32,780.00	$ 18.00	$ 53,640.00
31	8027001	Driveway Opening, Conc, Det M, Modified	Ft	150	$ 25.00	$ 3,750.00	$ 11.00	$ 1,650.00	$ 11.00	$ 1,650.00	$ 11.00	$ 1,650.00	$ 24.80	$ 3,720.00
32	8030030	Curb Ramp Opening, Conc	Ft	30	$ 25.00	$ 750.00	$ 11.00	$ 330.00	$ 11.00	$ 330.00	$ 11.00	$ 330.00	$ 19.95	$ 598.50
33	8030036	Sidewalk Ramp, Conc, 6 inch	Sft	400	$ 8.00	$ 3,200.00	$ 4.50	$ 1,800.00	$ 4.50	$ 1,800.00	$ 4.50	$ 1,800.00	$ 7.50	$ 3,000.00
34	8037001	Detectable Warning Surface, Modified	Ft	25	$ 55.00	$ 1,375.00	$ 60.00	$ 1,500.00	$ 60.00	$ 1,500.00	$ 60.00	$ 1,500.00	$ 60.00	$ 1,500.00
35	8100371	Post, Steel, 3 lb	Ft	65	$ 6.00	$ 390.00	$ 6.10	$ 396.50	$ 6.50	$ 422.50	$ 6.50	$ 422.50	$ 6.50	$ 422.50

36	8100402	Sign, Type III, Erect, Salv	Ea	3	$ 100.00	$ 300.00	$ 50.00	$ 150.00	$ 50.00	$ 150.00	$ 50.00	$ 150.00	$ 50.00	$ 150.00
37	8100405	Sign, Type IIIB	Sft	45	$ 20.00	$ 900.00	$ 16.25	$ 731.25	$ 18.00	$ 810.00	$ 18.00	$ 810.00	$ 18.00	$ 810.00
38	8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	Ft	110	$ 6.00	$ 660.00	$ 6.00	$ 660.00	$ 6.00	$ 660.00	$ 6.00	$ 660.00	$ 6.00	$ 660.00
39	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	15	$ 12.00	$ 180.00	$ 15.00	$ 225.00	$ 15.00	$ 225.00	$ 15.00	$ 225.00	$ 15.00	$ 225.00
40	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	600	$ 0.25	$ 150.00	$ 0.95	$ 570.00	$ 0.95	$ 570.00	$ 0.95	$ 570.00	$ 0.95	$ 570.00
41	8120022	Barricade, Type III, High Intensity, Lighted, Furn	Ea	8	$ 75.00	$ 600.00	$ 100.00	$ 800.00	$ 30.00	$ 240.00	$ 30.00	$ 240.00	$ 30.00	$ 240.00
42	8120023	Barricade, Type III, High Intensity, Lighted, Oper	Ea	8	$ 5.00	$ 40.00	$ 10.00	$ 80.00	$ 1.00	$ 8.00	$ 1.00	$ 8.00	$ 1.00	$ 8.00
43	8120030	Channelizing Device, 42 inch, Furn	Ea	50	$ 15.00	$ 750.00	$ 8.50	$ 425.00	$ 11.00	$ 550.00	$ 11.00	$ 550.00	$ 11.00	$ 550.00
44	8120031	Channelizing Device, 42 inch, Oper	Ea	50	$ 1.00	$ 50.00	$ 0.50	$ 25.00	$ 1.00	$ 50.00	$ 1.00	$ 50.00	$ 1.00	$ 50.00
45	8120170	Minor Traf Devices	LSUM	1	$ 16,000.00	$ 16,000.00	$ 1,275.00	$ 1,275.00	$ 9,000.00	$ 9,000.00	$ 25,700.00	$ 25,700.00	$ 10,000.00	$ 10,000.00
46	8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	400	$ 4.00	$ 1,600.00	$ 3.00	$ 1,200.00	$ 3.00	$ 1,200.00	$ 3.00	$ 1,200.00	$ 3.00	$ 1,200.00
47	8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	400	$ 1.00	$ 400.00	$ 0.25	$ 100.00	$ 0.01	$ 4.00	$ 0.01	$ 4.00	$ 1.00	$ 400.00
48	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	Sft	75	$ 4.00	$ 300.00	$ 4.00	$ 300.00	$ 3.00	$ 225.00	$ 3.00	$ 225.00	$ 3.00	$ 225.00
49	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	Sft	75	$ 1.00	$ 75.00	$ 0.50	$ 37.50	$ 0.01	$ 0.75	$ 0.01	$ 0.75	$ 1.00	$ 75.00
50	8167011	Turf Establishment	Syd	4500	$ 4.50	$ 20,250.00	$ 0.10	$ 450.00	$ 2.00	$ 9,000.00	$ 6.50	$ 29,250.00	$ 5.00	$ 22,500.00
51	8167021	Landscape Mulch, Wood	Cyd	25	$ 25.00	$ 625.00	$ 35.00	$ 875.00	$ 55.00	$ 1,375.00	$ 55.00	$ 1,375.00	$ 45.00	$ 1,125.00
52	8237050	Valve Box, Adjust	Ea	2	$ 750.00	$ 1,500.00	$ 215.00	$ 430.00	$ 240.00	$ 480.00	$ 295.00	$ 590.00	$ 500.00	$ 1,000.00
53	8257001	Sanitary Sewer, Rem, Less than 24 inch	Ft	55	$ 15.00	$ 825.00	$ 25.00	$ 1,375.00	$ 9.70	$ 533.50	$ 29.75	$ 1,636.25	$ 40.00	$ 2,200.00
54	8257050	Sanitary Manhole Special Detail	Ea	5	$ 2,500.00	$ 12,500.00	$ 3,330.00	$ 16,650.00	$ 2,700.00	$ 13,500.00	$ 2,460.00	$ 12,300.00	$ 3,500.00	$ 17,500.00
55	8257050	Sanitary Manhole Special Detail, w/ Drop Connection	Ea	1	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 3,900.00	$ 3,900.00	$ 4,409.00	$ 4,409.00	$ 6,150.00	$ 6,150.00
56	8257050	Sanitary Sewer Bulkhead, 12 inch	Ea	2	$ 350.00	$ 700.00	$ 1,130.00	$ 2,260.00	$ 270.00	$ 540.00	$ 180.00	$ 360.00	$ 700.00	$ 1,400.00
57	8257050	Sanitary Sewer Tap, 12 inch	Ea	2	$ 750.00	$ 1,500.00	$ 1,680.00	$ 3,360.00	$ 1,250.00	$ 2,500.00	$ 1,133.00	$ 2,266.00	$ 1,250.00	$ 2,500.00
58	8507001	Sanitary Sewer Lateral, PVC SDR 35, 6 inch, Tr Det B	Ft	70	$ 55.00	$ 3,850.00	$ 27.00	$ 1,890.00	$ 25.00	$ 1,750.00	$ 30.70	$ 2,149.00	$ 45.20	$ 3,164.00
59	8507001	Sanitary Sewer, PVC SDR 35, 12 inch, Tr Det B	Ft	1370	$ 75.00	$ 102,750.00	$ 64.25	$ 88,022.50	$ 80.00	$ 109,600.00	$ 76.65	$ 105,010.50	$ 97.10	$ 133,027.00
					Totals:	**$ 588,500.00**		**$ 454,559.00**		**$ 497,572.55**		**$ 593,926.80**		**$ 672,897.00**
							As-Read	***Same***		***Same***		***Same***		***Same***

COMMISSION MEETING DATE; September 11, 2018

Date: August 28, 2018

To: Honorable Mayor and City Commissioners

From: Jeffrey Lewis, Director of Public Safety

RE: Rental Ordinance Changes

SUMMARY OF REQUEST:

The Director of Public Safety requests that the Commission authorize the approval of the Rental Ordinance changes. This will allow Building Safety Inspections (Rental) to get more detailed information and create timelines to remedy violations. The Rental Ordinance sections include;

10-329 – Time to correct violation

10-351(d) – Change in register information

10-351(e) – Application; contents

10-351(h) – Exemption from registration requirement

10-352(b) – Issuances

10-352(d) - Validity

10-352(f) – Length of time certificate of compliance is valid

- See attached for update language change

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

Staff recommends approval of the Rental Ordinances changes.

Requested updates/changes to the current rental ordinance in Chapter 10

10-329. *Time to correct violation.* All notices to repair or to correct violations of this article shall provide a specified time for achieving compliance in relation to the seriousness of the violation. In determining the compliance time, the following shall be taken into consideration:

10-329. Time to correct violation. All notices to repair or correct violations of this article shall provide a specified time for achieving compliance in relation to the seriousness of the violation. If more than 30 days is needed to remedy all violations, then a timeline will need to be submitted to the inspections department for approval. In determining the compliance time, the following shall be taken into consideration:

(1) The complexity of the corrections required.

(2) Whether or not there is an immediate threat to life, health or safety.

(3) Repair of orders issued between October 31 and April 1 for exterior painting, or for any other exterior work adversely affected by cold or snow, shall provide additional time for the completion of such work, but in no case longer than June 30.

(4) The administrator may approve an increase of the time by a written notice when there are extenuating circumstances where the owner, occupant or responsible local agent has made a substantial documented and timely effort to correct violations.

(5) No other extensions or further extensions shall be permitted, except by orders of the housing board of appeals for good cause shown.

WHY WAS THE CHANGE REQUESTED:

- This time line sets up expectations for the landlord so that it can't be extended over and over for small repairs. If major repairs are needed we can monitor the end date.

10-351(d) ***Change in register information***. The owner of rental dwellings already registered with the city or his responsible local agent shall register within 60 days after any change occurs in register information. A new owner of a registered dwelling shall register the dwelling within 60 days of assuming ownership.

10-351 (d) Change *is register information*. The owner of rental dwellings already registered with the city or his responsible local agent shall register within 60 days after any change occurs in regulation information. If a change in ownership occurs the new owner will be required to apply for a new certificate of compliance pursuant to section 10-352.

WHY WAS THE CHANGE REQUESTED:

- Each new owner is starting with a clean slate and is required then to inspect the units after purchase. This would again maintain a higher quality of housing in Muskegon.

10-351(e) ***Application; contents***. Application for registration shall be made in such form and in accordance with such instructions as may be provided by the administrator and shall include:
(1) The address of the rental dwelling.
(2) The number of dwelling units, the number of rooming units and the number of hotel units in the dwelling.

10-351 (e) Application*; contents*. Application for registration shall be made in such form and in accordance with such instructions as may be provided by the administrator and shall include:

(1) The address of the rental dwelling.

(2) The number of dwelling units, the number of rooming units and the number of hotel units in the dwelling and the number of bedrooms in each individual unit.

(3) The name, residence address, business address, business phone number and personal phone number of the owner.

(4) The name, residence address, business address, business phone number and personal phone number of the manager and responsible local agent designated by the owner.

(5) The address where the owner or responsible local agent will accept notices or orders from the city.

(6) The driver's license or state identification number of the owner or responsible local agent and the state in which the license or ID was issued.

WHY WAS THE CHANGE REQUESTED:

- Knowing the number of legal bedrooms in a rental unit will make all parties aware of what can and cannot be used as a bedroom. (i.e. basements without proper egress, attic space, and porches)

10-351(h) *Exemption from registration requirement.*
Dwellings that are not owner-occupied, but are occupied by a grandparent, parent, child or current spouse of the owner are exempt from the rental registration requirements outlined in this section. This exemption is limited to single family residential dwellings. It is the responsibility of the owner asking to be exempted from the rental dwelling registration requirement to provide satisfactory proof to the city of the existence of the familial relationship between owner and resident of the dwelling.

10-351(h) Exemption *from registration requirement*. Dwellings that are not owner-occupied, but are occupied by a grandparent, parent, child or current spouse of the owner are exempt from the rental registration requirements outlined in this section. This exemption is limited to single family residential dwellings, as well as duplexes if both occupants are occupied by a grandparent, parent, child or current spouse of the owner. It is the responsibility of the owner asking to be exempted from the rental dwelling registration requirement to provide satisfactory proof to the city of the existence of the familial relationship between owner and resident of the dwelling, as well as allow the inspections department to make an exterior inspection and correct any violations identified during the exterior inspection pursuant to subsection 10-329.

WHY WAS THE CHANGE REQUESTED:

- Since the family certificate has been in effect we have come across many situations where one family member is caring for another. Many are parent/child where one is caring for the other while still maintaining separate

10-352(b) *Issuance.* The city shall issue a certificate of compliance for a rental dwelling when the city finds that the rental dwelling, its units and accessory structures and yards comply with the standards set forth in this article. However, no certificate of compliance shall be issued or retained unless/until all of the following fees and debts to the city have been paid in full:
(1) All previously billed property taxes;
(2) All current or past due special assessment installments;
(3) Water or sewer bills outstanding;
(4) All charges against the property for mowing, cleanup, weed or debris removal and similar charges by the city;
(5) Any fees, fines, penalties or debts of any sort arising from the provisions or enforcement of this chapter.

10-352 (b) Issuance. The city shall issue a certificate of compliance for a rental dwelling when the city finds that the rental dwelling, its units and accessory structures and yards comply with the standards set forth in this article. It is the owners responsibility to ensure that a full and complete copy of the certificate of compliance remain at the rental dwelling at all times. A certificate of compliance issued under this subsection shall be nontransferable. No certificate of compliance shall be issued or retained unless/until all of the following fees and debts to the city have been paid in full:

(1) All previously billed property taxes;
(2) All current or past due special assessment installments;
(3) Water or sewer bills outstanding;
(4) All charges against the property for mowing, cleanup, weed or debris removal and similar charges by the city; and
(5) Any fees, fines, penalties or debts of any sort arising from the provisions or enforcement of this chapter.

WHY WAS THE CHANGE REQUESTED:

- This allows the tenants to know that the property is certified and how many bedrooms are allowed. It also gives the tenant the correct contact information if they have a problem.
- Keeping a copy on-site will allow first responders to know if it's certified and how if occupancy is over capacity.

10-352(d) ***Validity.*** A certificate of compliance shall be valid for four years for all rental units, unless suspended as set forth in subsection (g) of this section. The administrator may authorize up to eight additional months on the certificate of a dwelling for the sole purpose of balancing inspection workloads for the city.

10-352(d) Validity. A certificate of compliance shall be valid for six years, provided no violation of any provision of the city ordinances is found. If a violation of a provision of the city ordinance is found, then the certificate of compliance shall be valid for three years. The certificate of compliance shall be valid for all rental units, unless suspended as set forth in subsection (g) of this section. The administrator may authorize up to eight additional months on the certificate of a dwelling for the sole purpose of balancing inspection workloads for the city.

WHY WAS THE CHANGE REQUESTED:

- Allows access to unit sooner, which will keep the quality of rental stock in better condition.
- Encourages landlords to have the units pass with the first inspection so they can earn the 6-year certificate.

10-352(f) ***Length of time certificate of compliance is valid.*** Any new certificate of compliance issued to an owner for a dwelling shall have an expiration date four years from the date of issuance, except that if a temporary certificate has been previously issued, the certificate shall expire four years from the date the temporary certificate was issued.

10-352(f) Length *of time certificate of compliance is valid.* Any new certificate of compliance issued to an owner for a dwelling shall have an expiration date six or three years, pursuant to subsection (d) of this section, from the date of issuance, except that if a temporary certificate has been previously issued, the certificate shall expire six or three years from the date the temporary certificate was issued.

WHY WAS THE CHANGE REQUESTED:

- Same as above 10-352(d) – page 6, also landlords requested a change to 2, 4, or 6 year certificates but we feel that 3 and 6 is the best compromise. Trying to set-up and maintain the 2, 4, 6 standards would be very time consuming for staff.

NOT CHANGED

ARTICLE VI. PROPERTY MAINTENANCE CODE
DIVISION 1. GENERALLY
10-281 Definitions.
Certificate of compliance means a certificate issued by the director of inspections stating that a structure or portion thereof complies with the requirements of the housing code and all other codes regulating the condition or use of property.

1. City ordinance will update as the International Property Maintenance Code updates

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Section 10-329 is amended to read as follows:

10-329. Time to correct violation. All notices to repair or correct violations of this article shall provide a specified time for achieving compliance in relation to the seriousness of the violation. If more than 30 days is needed to remedy all violations, then a timeline will need to be submitted to the inspections department for approval. In determining the compliance time, the following shall be taken into consideration:

(1) The complexity of the corrections required.
(2) Whether or not there is an immediate threat to life, health or safety.
(3) Repair of orders issued between October 31 and April 1 for exterior painting, or for any other exterior work adversely affected by cold or snow, shall provide additional time for the completion of such work, but in no case longer than June 30.
(4) The administrator may approve an increase of the time by a written notice when there are extenuating circumstances where the owner, occupant or responsible local agent has made a substantial documented and timely effort to correct violations.
(5) No other extensions or further extensions shall be permitted, except by orders of the housing board of appeals for good cause shown.

2. Subsections 10-351(d), (e), and (h) are amended to read as follows:

(d) *Change is register information.* The owner of rental dwellings already registered with the city or his responsible local agent shall register within 60 days after any change occurs in regulation information. If a change in ownership occurs the new owner will be required to apply for a new certificate of compliance pursuant to section 10-352.

(e) *Application; contents.* Application for registration shall be made in such form and in accordance with such instructions as may be provided by the administrator and shall include:

(1) The address of the rental dwelling.
(2) The number of dwelling units, the number of rooming units and the number of hotel units in the dwelling and the number of bedrooms in each individual unit.
(3) The name, residence address, business address, business phone number and personal phone number of the owner.

(4) The name, residence address, business address, business phone number and personal phone number of the manager and responsible local agent designated by the owner.
(5) The address where the owner or responsible local agent will accept notices or orders from the city.
(6) The driver's license or state identification number of the owner or responsible local agent and the state in which the license or ID was issued.

(h) *Exemption from registration requirement.* Dwellings that are not owner-occupied, but are occupied by a grandparent, parent, child or current spouse of the owner are exempt from the rental registration requirements outlined in this section. This exemption is limited to single family residential dwellings, as well as duplexes if both occupants are occupied by a grandparent, parent, child or current spouse of the owner. It is the responsibility of the owner asking to be exempted from the rental dwelling registration requirement to provide satisfactory proof to the city of the existence of the familial relationship between owner and resident of the dwelling, as well as allow the inspections department to make an exterior inspection and correct any violations identified during the exterior inspection pursuant to subsection 10-329.

3. Subsections 10-352(b), (d), and (f) are amended to read as follows:

(b) *Issuance.* The city shall issue a certificate of compliance for a rental dwelling when the city finds that the rental dwelling, its units and accessory structures and yards comply with the standards set forth in this article. It is the owners responsibility to ensure that a full and complete copy of the certificate of compliance remain at the rental dwelling at all times. A certificate of compliance issued under this subsection shall be nontransferable. No certificate of compliance shall be issued or retained unless/until all of the following fees and debts to the city have been paid in full:
(1) All previously billed property taxes;
(2) All current or past due special assessment installments;
(3) Water or sewer bills outstanding;
(4) All charges against the property for mowing, cleanup, weed or debris removal and similar charges by the city; and
(5) Any fees, fines, penalties or debts of any sort arising from the provisions or enforcement of this chapter.

(d) *Validity.* A certificate of compliance shall be valid for six years, provided no violation of any provision of the city ordinances is found. If a violation of a provision of the city ordinance is found, then the certificate of compliance shall be valid for three years. The certificate of compliance shall be valid for all rental units, unless suspended as set forth in subsection (g) of this section. The administrator may authorize up to eight additional months on the certificate of a dwelling for the sole purpose of balancing inspection workloads for the city.

(f) *Length of time certificate of compliance is valid.* Any new certificate of compliance issued to an owner for a dwelling shall have an expiration date six or three years, pursuant to subsection (d) of this section, from the date of issuance, except that if a temporary certificate has

been previously issued, the certificate shall expire six or three years from the date the temporary certificate was issued.

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 adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____

Ann Marie 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 _____ day of _____, 2018, 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 an in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2018

_____
Ann Marie 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

TO: ALL PERSONS INTERESTED

Please take notice that on _____ _____, 2018, the City Commission of the City of Muskegon amended Chapter 10, Article VI by amending Sections 10-352, 10-329, 10-351, and 10-281.

Section 10-329 sets the city the authority to set a specified time for the homeowner to comply with a violation of a requirement set forth in Chapter 10, Article VI.

Subsection 10-351(d) requires the owner of rental dwellings already registered with the city provide the city of any change in regulation information within 60 days of said change.

Subsection 10-351(e) requires the owner of a rental dwelling submit an application for registration and to provide certain information.

Subsection 10-351(h) establishes the circumstances and standards which must be met for the owner of a dwelling to receive an exemption from the registration requirement.

Subsection 10-352(b) requires the city to issue a nontransferable certificate of compliance, a copy of which must be kept at the rental dwelling at all times, for a rental dwelling so long as certain standards and requirements are met.

Subsection 10-352(d) provides the time periods of which a certificate of compliance shall be valid.

Subsection 10-352(f) provides the time periods of which a certificate of compliance may expire.

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 (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2018 By: _____
Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE