

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 28, 2020 @ 5:30 P.M.

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

REMOTE MEETING

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. FY2020-21 Sewer Rate Resolution Update** Finance
 - C. 9th Street Sewer & Getty Force Main Project – Change Order #001**
Public Works
 - D. Tetratech Professional Services Agreement** Public Works
 - E. Concession Agreement – Pizza Cone Trolley** Public Works
 - F. Concession Agreement – Carlson Almonds** Public Works
 - G. Vehicle Replacement** DPW/Equipment
 - H. 2020 Byrne JAG Grant** Public Safety
 - I. Cooperative Mutual Aid Fire Control Agreement** Public Safety
 - J. Lakeview Lofts Phase II Bridge Loan** Economic Development
 - K. Purchase Agreement 1188 4th Street** City Manager
- ☐ **PUBLIC HEARINGS:**
 - A. Infill Housing Project Brownfield Public Hearing** Economic Development
- ☐ **UNFINISHED BUSINESS:**
- ☐ **NEW BUSINESS:**
 - A. West Urban Properties Agreement** City Manager
 - B. Amendment to the Temporary Uses Ordinance** Planning
 - C. Mobile Food Vending Ordinance Updates** City Clerk

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 22, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the July 13, 2020 Worksession and July 14, 2020 Regular City Commission meetings.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

**CITY OF MUSKEGON
CITY COMMISSION WORKSESSION**

**Monday, July 13, 2020
5:30 p.m.
REMOTE MEETING**

MINUTES

2020-40

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

Absent: Commissioner Ramsey

Sewer Rate & Budget Implications – Public Works

The City Commission approved a 3% rate increase to the sewer at the June 23rd Commission Meeting. This resulted in an approximately \$350,000 shortfall in the sewer fund for the 20-21 Budget Year. A memo was provided summarizing options to making up the shortfall.

City Commissioners discussed options presented in the memo provided by the Public Works Director, Leo Evans, who explained where the increase in cost is coming from as well as some options to possibly reduce expenses, options to potentially increase revenue, and some other alternatives.

Commissioners discussed the possibility of a 2% increase and removal of projects to help cover the shortfall.

Mercy Health Arena Solar Installation – Public Works

Public Works Director, Leo Evans, presented information regarding preliminary proposals from Charthouse Energy to install and operate solar arrays on the roofs of Mercy Health Arena and the Annex.

The Preliminary proposal from Charthouse Energy that summarizes the project and the parameters. Charthouse Energy has already successfully partnered with several other local municipalities namely Muskegon Heights and Norton Shores on projects as well as several private installations including Torresen's Marina.

The Commission is supportive of the project.

West Urban Properties Agreement – City Manager

In June, the City Commission accepted a Letter of Intent from West Urban Properties and authorized the city manager and city attorney to finalize a development agreement. The proposed development agreement is provided and recommended for approval.

We are proposing the framework of a Pilot program that we would use to initially partner with West Urban Properties to construct 100 units on vacant city lots. As part of the program, either the City of West urban Properties may choose to stop home construction prior to the completion of the 100 homes. The program is expected to be applicable to many different builders/developers and many different housing types and densities. As the City tries to reverse 40+ years of neighborhood disinvestment, it is important that we acknowledge the areas that make us less attractive for development than urban areas. Some of those items are more in our control than others. This program focuses strictly on developer return on investment – with the goal of the city acting as a partner to help ensure that a major investment in rental housing neither fails to cashflow nor causes unreasonable increases in local rents. Many times, affordability and profitability contradict one another – this Pilot program is designed to help attain both.

The City Commission will have the opportunity to review the proposed program and the item will be placed on the agenda for consideration on July 28, 2020.

There was some discussion regarding the Brownfield Amendment Plan as it relates to the West Urban Properties Pilot Program and other infill housing opportunities, including future opportunities.

The Worksession Meeting adjourned at 7:45 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

JULY 14, 2020 @ 5:30 P.M.

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held electronically with the Mayor, Vice Mayor and Commissioners participating via Zoom – a remote conferencing service, Clerk staff present at 933 Terrace Street, Muskegon, MI at 5:30 p.m., Tuesday, July 14, 2020.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

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

2020-41 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the June 23, 2020 Regular City Commission Meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. Human Resources Services Agreement EEO & Employee Relations

SUMMARY OF REQUEST: The current contractual agreement with Muskegon County for Human Resources Services ended as of the June 30, 2020. The City of Muskegon is proposing to continue services with this new agreement that proposes a 2% raise annually for the duration of the three-year contract that will end June 30, 2023.

AMOUNT REQUESTED: 2% increase annually

FUND OR ACCOUNT: Civil Service Budget

STAFF RECOMMENDATION: To approve the agreement and authorize the Mayor and Clerk to sign.

D. Setting Infill Housing Project Brownfield Public Hearing Economic Development

SUMMARY OF REQUEST: The Brownfield Redevelopment Authority will be meeting on July 14 to consider approval of the Brownfield Plan Amendment for the City of Muskegon's Infill Housing Project (1st Amendment) and the City Commission will be requested to schedule a public hearing on that plan for July 28, 2020.

City staff has prepared and submitted a brownfield plan to include additional parcels, primarily located within the Nelson and Jackson Hill Neighborhoods, that will facilitate the development of infill housing at eligible properties. Activities include the redevelopment and rehabilitation of subject parcels; construction of new residential units; demolition of the former Froebel school in order to redevelop that property with residential units; and public infrastructure at the former farmers market to add additional residential units. The resolution of approval by the Brownfield Redevelopment Authority and a resolution setting the July 28, 2020 hearing are attached.

STAFF RECOMMENDATION: To approve the resolution setting a public hearing for July 28, 2020 on the city's Infill Housing Project Brownfield Plan Amendment (1st Amendment) and notify the appropriate taxing units.

E. Sale of House at 254 W. Southern Avenue Planning

SUMMARY OF REQUEST: Request to approve the sale of the City-owned home at 254 W. Southern to Filppin Awesome, LLC for \$2,300. This is a vacant home that the city acquired through the tax sale.

STAFF RECOMMENDATION: To approve the sale of the City-owned home at 254 W Southern Avenue to Flippin Awesome, LLC for \$2,300.

F. LMC Loan Agreement Loan # 41 Public Safety

SUMMARY OF REQUEST: Review the Loan Agreement between the Lakeshore Museum Center and the City of Muskegon for displaying the 1923 LaFrance Fire Engine and attached equipment.

STAFF RECOMMENDATION: Accept the terms of Loan #41 between LMC and the City of Muskegon.

H. Marina & Launch Ramp Parking Ordinance Amendments Public Safety

SUMMARY OF REQUEST: Review and approve the amended ordinances including Sec 58-5 naming the Department of Public Works as the successor to the Department of Leisure Services. Sec 92-73 parking violations bureau; minimum parking fines, and 92-74 marina parking restrictions; violation as a municipal civil infraction and public boat launch permit violation fines.

STAFF RECOMMENDATION: Approval of the amended ordinances for Marina and Launch Ramp Parking.

I. Approval of Sale: City Home at 567 Leonard Avenue Community and

Neighborhood Services

SUMMARY OF REQUEST: To approve the resolution and instruct the Community and Neighborhood Services Department to complete the sales transaction with Cassandra Wallace for the rehabilitated home at 567 Leonard Avenue for a purchase Price of \$85,000.

STAFF RECOMMENDATION: To approve the resolution and direct the CNS staff to complete the sale.

J. West Urban Properties Agreement City Manager – REMOVED FOR FUTURE CONSIDERATION

K. Purchase Agreement 1188 4th Street City Manager – REMOVED PER STAFF REQUEST

Motion by Commissioner Rinsema-Sybenga second by Commissioner German, to approve the consent agenda as presented, except items B and G.

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

Nays: None

MOTION PASSES

2020-42 REMOVED FROM CONSENT AGENDA:

B. Notice of Intent Resolution – Capital Items including Central Dispatch Finance

SUMMARY OF REQUEST: This resolution authorizes the publication of a Notice of Intent relating to issuing capital bonds for the purpose of paying all or part of the costs to acquire, construct, furnish and equip additions and improvements to the Muskegon Central Dispatch 9-1-1 facility and fire station, Hartshorn Marina including new docks, clubhouse and pool improvements, acquire police department body camera equipment, and refinance existing obligations to finance a new roof and heating and cooling ventilation to Mercy Health Arena.

The Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$11,000,000 to pay all or part of the cost of the above listed projects. It is anticipated that Central Dispatch will pay the cost of the improvements to their facility and it is anticipated that the Hartshorn Marina improvements will be paid from the Brownfield Plan associated with that project. This resolution authorizes the City Clerk to publish a notice which gives the voters a referendum right on the issuance of the Bonds. The referendum period is 45 days. The commission will be asked at a later date to approve the issuance of bonds once the exact costs and bond details are known.

STAFF RECOMMENDATION: To approve the Notice of Intent Resolution to

issue Capital Improvement Bonds in an amount not to exceed \$11,000,000.

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga, to approve the Notice of Intent Resolution to issue Capital Improvement Bonds in an amount not to exceed \$11,000,000.

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

Nays: None

MOTION PASSES

G. Muskegon Central Dispatch Tower Site Lease Agreement

Public

Safety

SUMMARY OF REQUEST: Review and approve the MCD tower site lease agreement. As detailed in the lease agreement, the tower site lease includes all communication equipment and buildings necessary for use and maintenance of the newly constructed communications tower.

STAFF RECOMMENDATION: Approval of the tower site lease agreement between the City of Muskegon and Muskegon Central Dispatch.

Motion by Commissioner Johnson second by Commissioner Rinsema-Sybenga, to approve the tower site lease agreement between the City of Muskegon and Muskegon Central Dispatch.

Motion by Commissioner Johnson, second by Commissioner Ramsey, to table the motion for approval of the tower site lease agreement between the City of Muskegon and Muskegon Central Dispatch until August 11, 2020.

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

Nays: None

MOTION PASSES

PUBLIC COMMENT: No public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 6:10 p.m.

Respectfully Submitted,

Ann Marie Meisch – MMC, City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: FY2020-21 Sewer Rate Resolution Update
Submitted By: Beth Lewis	Department: Finance
Brief Summary: The FY2020-21 sewer rate increase as agreed to at the July 13, 2020 Commission Worksession is 5%, this resolution establishes the new rate.	
Detailed Summary: At the June 23, 2020 meeting the Commission approved a 3% sewer rate increase, after further discussion at the July 13, 2020 Worksession a 5% sewer rate increase was agreed upon. This resolution establishes the new sewer rate.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To adopt the FY2020-21 Sewer Rate Resolution.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON
RESOLUTION NO. _____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on July 28, 2020.

RECITALS

A review of the rates for sewer service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's sewer system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 23, 2020, to rescind City of Muskegon Resolution No. 2019-53(F), which was adopted June 25, 2019.
2. Charges for residential sewer service shall be changed from a multiplier of 1.81 to 1.90 of the rate the county bills the city for wastewater treatment effective July 1, 2020, with future rates to be adjusted as the county charges are adjusted. The monthly sewer administration charge shall remain unchanged at \$3.00.
3. Charges for commercial/industrial sewer service shall continue to be billed at a rate of 1.25 times (1.25x) the city rate for residential sewer service. The monthly sewer administration charge shall remain unchanged to \$3.00.
4. Charges for all non-metered residential sewer customers will be calculated based on an assumed usage rate of 12 hundred cu. ft. per month.
5. Unless there is a separate agreement specifying a different billing method, non-resident users of the city sewer system will be billed at a rate that is double (2x) the city rate for that class of user.

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the 23rd day of June, 2020 and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 07/28/2020	Title: Project 91852 & 91853 / Change Order #001
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Change Order #001 for projects 91852 & 91853 exceeds the staff authorization levels and requires Commission Approval.	
Detailed Summary: Change Order #001 for the 9th Street Sewer & Getty Force Main Project (91852 & 91853) exceeds the staff approval level of \$30,000. The change order includes additional payment for removal of timber obstructions on the bore and jack placement under Shoreline Drive and other minor revisions. The total Change Order value represents an increase of \$35,202.25 which has been reviewed by staff and is recommended. The original contract value is \$1,899,971.50. The recommended change order represents an increase of 1.8% to the project cost. The total project budget includes up to a 6% contingency which is not exceeded by this change order. Staff will pursue reductions in project cost on future items to offset the increase.	
Amount Requested: \$0 (Covered by budgeted contingency)	Amount Budgeted: \$2,217,530.00
Fund(s) or Account(s): 590-91852/91853	Fund(s) or Account(s): 590-91852/91853
Recommended Motion: Authorize staff to approve Change Order #001 for Project 91852 & 91853.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐	

For City Clerk Use Only:

Commission Action:

CHANGE ORDER

Date: **June 1, 2020**No.: **1**OWNER **City of Muskegon**CONTRACTOR **Hallack Contracting**Project: **9th Street & Getty Forcemain Improvements**ENGINEER'S Project No. **837930**ENGINEER **Fleis & VandenBrink Engineering, Inc.**

You are directed to make the following changes in the Contract Documents:

Description: **9th Street Sewer Project**

- | | |
|---|------------------------------|
| 1. Bore & Jack: Additional time and materials for unforeseen wood debris. | Add: \$33,679.80 |
| 2. Arrow Board Required by MDOT for Bore & Jack Work (21 days x \$400/day). | Add: \$8,400.00 |
| 3. Miss Dig Marking of Private Utilities in Heritage Landing by Belasco Electric. | Add: \$472.45 |
| 4. Reinstall Fence at Depot Motel on 8 th Street. | Add: \$750.00 |
| 5. Add 8" x 6" Wye (23 Ea. x \$350) | Add: \$8,050.00 |
| 6. Reduce quantity of Item #47: 18" x 6" Wye from 29 to 10 Ea. (-19 Ea x \$850) | Deduct: (\$16,150.00) |
| | Total: \$35,202.25 |

- A 17 day time extension is requested due to the above items.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 1,899,971.50
Net Increase (Decrease) from previous Change Orders No. N/A to N/A : \$ 0.00
Contract Price prior to this Change Order: \$ 1,899,971.50
Net increase (decrease) of this Change Order: \$ 35,202.25
Contract Price with approved Change Orders: \$ 1,935,173.75

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 130 days Ready for final payment: 140 days
Net change from previous Change Orders No. N/A to No. N/A : Substantial Completion: - 0 - Ready for final payment: - 0 -
Contract Times prior to this Change Order: Substantial Completion: 130 days Ready for final payment: 140 days
Net increase (decrease) this Change Order: Substantial Completion: 17 days Ready for final payment: 17 days
Contract Times with all approved Change Orders: Substantial Completion: 147 days Ready for final payment: 157 days

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)
Date: **6/1/2020**

APPROVED:

By: _____
OWNER (Authorized Signature)
Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)
Date: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 07/28/2020	Title: Tetrattech Professional Services Agreement
Submitted By: Sanjeev Mungarwadi	Department: Public Works - Filtration
Brief Summary: Filtration plant is requesting approval to enter into professional services agreement with Tetrattech for MCC upgrades at Harvey Booster Station.	
Detailed Summary: The 1960's Motor Control Center (MCC) #1 at Harvey Station requires upgrading because of reliability issues. Upgrading soft starters for constant speed Pumps #1 and #2 to variable frequency drives (VFDs) will add reliability, efficiency and level of service. The scope of work also includes bidding, construction assistance, and programming. Tetra Tech is being recommended since they were the engineer for the control systems upgrades project and their familiarity with our system. The funding will come from budgeted item for Harvey Pump Station for \$405,000. Shown as Water Filtration – WRMWA Ineligible in the 20/21 Budget.	
Amount Requested: \$31,000	Amount Budgeted: \$405,000
Fund(s) or Account(s): 591-60558-5400	Fund(s) or Account(s): 591-60558-5400
Recommended Motion: Authorize staff to enter into professional services agreement with Tetrattech for MCC upgrades at Harvey Booster Station for \$31,000.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



TETRA TECH

April 24, 2020

Transmitted Electronically

Mr. Sanjeev Mungarwadi
Muskegon Water Filtration Plant Superintendent
1900 Beach Street
Muskegon, MI 49441

**Re: *Muskegon Harvey Booster Station
MCC No. 1 Upgrades Proposal***

Dear Mr. Mungarwadi:

Thank you for the opportunity to submit our professional services proposal to assist the City of Muskegon with upgrading the Harvey Booster Station Motor Control Center (MCC) No. 1 and pump variable speed drives (VFD's).

Tetra Tech has been involved with the City of Muskegon WFP control system since the early 1990's and continues to serve the City of Muskegon with control system design, implementation and programming tasks from a verity of our most experienced engineering staff, some who have been involved with engineering related tasks for the City for nearly 30 years.

Our service to the City of Muskegon includes design and implementation of the entire existing control system, including the remote pump stations & tanks as well as many upgrades at the WFP. Tetra Tech staff are always a phone call away and have assisted the WFP staff on many occasions, including outside of normal business hours.

Based on our discussions it is our understanding that you would like to upgrade Harvey Booster Station MCC No. 1 and also replace two existing soft starters for City pump No. 1 and No. 2 with new VFD's. Currently City pumps No. 1 and No. 2 are constant speed (soft starters) operation, this upgrade will add variable frequency drives (variable speed operation) to both of the City pumps.

Tetra Tech proposes to provide design, assistance with direct contractor price procurement, construction and programming integration services under this proposal.

SCOPE OF WORK

The detailed scope of engineering services is as follows:

Design

- Tetra Tech will collect important onsite design information from the City to proceed with full design (see assumptions below).
- Tetra Tech will develop design drawings and project specifications for the Harvey MCC No. 1 and existing City pump No. 1 and No. 2 soft starter to VFD upgrades to include the following elements:

Design Elements:

- o Electrical background plans
- o Detailed wiring diagrams for the VFD's and related pump discharge valves
- o Floor Plans
- o Power one-line and surge protection
- o PLC input/output (I/O)
- o Prepare project specifications

Bidding (None)

- Tetra Tech will assist the City with procuring a competitive construction price from up to 4 contractors similar in nature to the recently completed SCADA upgrades project. We have budgeted a total of 2-hours for this task.

Construction Assistance

- Tetra Tech will conduct one onsite pre-construction meeting.
- Tetra Tech will provide 2-days of on-site construction verification to verify the contractor has installed and configured the components correctly.
- In addition, Tetra Tech will provide onsite start-up services to assist the City during installation and startup of the system. We have budgeted a total of 16-hours for an electrical engineer and 16-hours for a programmer to fully commission the software and verify the hardware.

Programming

- Tetra Tech will modify the existing programmable logic controller (PLC) programs to integrate the new Allen-Bradley PLC Input/outputs (I/O) to control the two new VFD's.
- Tetra Tech will modify the existing PLC logic at the WFP that communicates to the booster station PLC to integrate the new VFD's into the WFP SCADA system.
- Tetra Tech will update the Harvey Booster Station Wonderware screen to incorporate the two new VFD's.
- Tetra Tech will modify the existing Wonderware Historian to incorporate the new analog signals associated with the Harvey VFD's.

ASSUMPTIONS

- City will provide the following information as part of the project field investigation;
 - o Gather data on existing MCC buckets.
 - o Field verify conduit & wire length.
 - o Provide site pictures of existing MCC buckets, floor space, conduit and general electrical conditions.
 - o Provide necessary field measurements and assist with field verifying background plans.



PRELIMINARY COST ESTIMATE

The following estimated budgetary costs is derived from recent similar projects. A more formal construction cost estimate will be developed as part of the design.

Harvey MCC No. 1	- \$50,000
City pump VFD No. 1	- \$25,000
City pump VFD No. 2	- \$25,000
Harvey Panel Rework	- \$7,000
<u>Project Total</u>	- \$107,000

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of \$31,000.

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

SCHEDULE

We are prepared to begin work immediately upon receipt of your written authorization to proceed. A preliminary schedule is presented below:

- | | |
|-------------------------------|--|
| • Design | 3-months from notice to proceed |
| • In-house System Programming | Following design completion |
| • Project Completion | 5-7 months following contractors notice to start |

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

PROPOSAL ACCEPTED BY _____

TITLE _____ **DATE** _____

Muskegon Harvey Booster Station MCC No. 1 Upgrades Proposal



Tetra Tech of Michigan, PC

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: Concession Agreement – Pizza Cone Trolley
Submitted By: Doug Sayles	Department: Public Works
Brief Summary: Staff is asking permission to enter into a contractual agreement with Greg Bush of “The Pizza Cone Trolley” at Pere Marquette Park.	
Detailed Summary: Staff is asking permission to enter into a Concession Agreement for 2020 with Greg Bush of “The Pizza Cone Trolley” at Pere Marquette Park. Commission from said Concession would be \$300.00 (prorated for partial season in 2020) plus 5% of Gross Receipts	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Authorize staff to enter into a Concession Agreement with Greg Bush of “The Pizza Cone Trolley” at Pere Marquette Park.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Hi Doug,

My name is Greg Bush. I am a local resident, owner, and creator of The Pizza Cone Trolley. The idea for the trolley came from years of working in the food industry in a variety of positions and catering to large scale events. All staff is trained regarding ServSafe regulations and the art of customer service.

The Pizza Cone Trolley puts a whole new spin on eating pizza. Fresh ingredients such as parsley, homemade sauce, mozzarella cheese, and Italian sausage are enveloped by a pizza dough cone. This makes eating pizza easy to eat so customers can continue on their journey of enjoying the event they are at. Only one hand is needed to enjoy a pizza cone! Visit the Pizza Cone Trolley for breakfast, lunch, and dinner. In the morning for a tasty breakfast treat consisting of ingredients such as eggs, sausage, cheese, and breakfast gravy. Or maybe veggies are more your thing and choose mozzarella cheese, green and red peppers, mushrooms, spinach, and onions. Come back for lunch and dinner to enjoy a pizza filled cone. May I recommend my favorite, the Naples...a cone filled with grilled chicken, mozzarella and parmesan cheese, onions, green peppers, and my original trolley pizza sauce...I know, your mouth is watering right now. Each of the cones on the menu is full and has tasty options for every palate. Orders are fresh, every cone has homemade fresh ingredients made to order any time. The Pizza Cone Trolley food is fun.

The Pizza Cone Trolley is looking to be considered as a food vendor down at the Pier Marquette Beach Area for the remainder of the summer.

Proposed days and hours of operation would be...Mondays, Wednesdays, Fridays, Saturdays, and Sundays...weather permitting. 10:00 a.m. till 10:00 p.m.

Attached are pictures of my trolley, menu, what a pizza cone looks like, license, and insurance.

Please feel free to reach out to me with any questions.

Thank you,
Greg Bush
The Pizza Cone Trolley - Owner
7462 A.J. Ct.
Whitehall, Mich. 49461
(231) 557-1495 - Cell

The Pizza Cone Trolley

Breakfast Menu

Milan

Eggs, breakfast sausage, cheddar cheese, and breakfast gravy

Venice

Eggs, bacon, cheddar cheese, and breakfast gravy

Palermo

Eggs, ham, cheddar cheese, and breakfast gravy

San Marino

Eggs, cheddar cheese, green & red peppers, mushrooms, spinach, onions, and breakfast gravy

Sicily

Mozzarella cheese, green and red peppers, mushrooms, spinach, onions, and original trolley pizza sauce

Lunch & Dinner Menu

Rome

Lots of pepperoni, mozzarella cheese, and original trolley pizza sauce

Bari

Italian sausage, mozzarella cheese, and original trolley pizza sauce

Naples

Grilled chicken, mozzarella & parmesan cheese, onions, green peppers, and original trolley pizza sauce

Marsala

Ham, mozzarella cheese, pineapple, and original trolley pizza sauce

Verona

Grilled Chicken, bacon, mozzarella cheese, onions, and RAQ sauce (a zesty and tangy sauce)

Sicily

Mozzarella cheese, green and red peppers, mushrooms, spinach, onions, and original trolley pizza sauce

Commercial General Liability Coverage Declarations

Customer Number: 1000193461
Policy Number: A608035 01

Policy Period: 05/03/2020 to 05/03/2021
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
The Pizza Cone Trolley, LLC
7462 A J Ct
Whitehall, MI 49461-9552

Agency Name and Address:
BRIDGEVIEW INSURANCE AGENCY
622 E. SAVIDGE ST
SPRING LAKE, MI 49456
616-844-1191

21976

Insured is a(n) Limited Liability Company

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

LICENSE NO. SST3861249190

STATE OF MICHIGAN

EXPIRES: 04/30/2021



ISSUED BY THE MI DEPARTMENT OF AGRICULTURE &
RURAL DEVELOPMENT TO OPERATE A FOOD SERVICE
ESTABLISHMENT UNDER THE PROVISIONS OF THE
MICHIGAN FOOD LAW BEING ACT 92 OF THE PUBLIC ACTS
OF 2000

7462 A J COURT WHITEHALL MI 49461

THIS LICENSE IS NOT
TRANSFERABLE AS TO PERSON OR
PLACE. NOTIFY THE LOCAL HEALTH
DEPARTMENT PRIOR TO CHANGE
OF OWNERSHIP. (SECTION 4123)

IS GRANTED TO: GREGORY S BUSH

RESTRICTIONS OR CONDITIONS:

THE PIZZA CONE TROLLEY
7462 A J COURT
WHITEHALL MI 49461

DIRECT INQUIRIES TO: MUSKEGON COUNTY DEPT 3861



WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: Concession Agreement – Carlson Almonds
Submitted By: Doug Sayles	Department: Public Works
Brief Summary: Staff is asking permission to enter into a contractual agreement with Ron Carlson of “Carlson Almonds” at Pere Marquette Park.	
Detailed Summary: Staff is asking permission to enter into a Concession Agreement for 2020 with Ron Carlson of “Carlson Almonds” at Pere Marquette Park. Commission from said Concession would be \$300.00 (prorated for partial season in 2020) plus 5% of Gross Receipts	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Authorize staff to enter into a Concession Agreement with Ron Carlson of “Carlson Almonds” at Pere Marquette Park.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



GLAZED NUTS

Almonds

Pecans

Cashews

Super Snacks \$5- Medium \$9-

FRUIT SMOOTHIES

16oz. \$5-

COLD WATER

24oz. \$2-

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: Vehicle Replacement
Submitted By: Joe Buckingham	Department: DPW/Equipment
Brief Summary: The Equipment Division is requesting permission to purchase two (2) Chevy Impalas from Betten Chevrolet for police administration vehicle replacement. The cost for the two vehicles will be \$51,053.36.	
Detailed Summary: One vehicle was scheduled to be replaced in the current budget year and the second, to be reforecast, after insurance payout for the first quarter. This vehicle was involved in a "not at fault" accident and was totaled out by the insurance company, it is being replaced immediately because of GM stopping production of the Impala line, making them very hard to find. We were very fortunate to find two at our local dealer as they are no longer available through MIDeal. With the rent already collected on the wrecked vehicle and the insurance payout we will have money in the Equipment budget for this purchase.	
Amount Requested: \$51,053.36	Amount Budgeted: \$25,000 + TBD Insurance
Fund(s) or Account(s): 661-60932	Fund(s) or Account(s): 661-60932
Recommended Motion: Authorize staff to move forward with purchase.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	





hutton 3720

Quote No.:	165413	16)	CL/A&H Code/Amt:	NO
1) Contract Date:	07/14/20	17)	Credit Life Prem:	
2) Fin Inst:	MIFIRST	18)	Accident & Health:	
3) Stock Number:			Total Insurance:	
4) Cash Price:	\$ 32,366.68			
5) Total Trade Allow:		19)	Sales Tax:	.0000%
6) Less Payoff:		20)	APR:	
7) Cash Down:		21)	Term:	
8) REBATE:	\$ 7,100.00	22)	DaysTo/1stPmtDate:	07/14/20
Total Down:	\$ 7,100.00	23)	Payment:	\$ 25,526.68
9) EXTENDED WARRANTY:			Sale Subtotal:	\$ 25,266.68
10) POLYSTEEL:			Total Financed:	\$ 25,526.68
11) DOCUMENTARY FEE:	\$ 220.00		Finance Charge:	
12) LICENSE FEE:			Total Other Charges:	
13) TRANSFER FEE:			Total of Payments:	\$ 25,526.68
14) TITLE FEE:	\$ 16.00		Deferred Price:	
15) CVR:	\$ 24.00		Unpaid Balance:	\$ 25,526.68
Command (?):				

Enter a command, a field number, or press a function key. Enter ? for help.
F3=Sv/Ex F5=RRecall F6=Cust F7=Veh F8=Trd F10=Misc SF11=>

Silver Rec

PERF-FI WAQ Quote worksheet - Purchase hutton 3720

Quote No.:	165413	16) CL/A&H Code/Amt:	NO
1) Contract Date:	07/14/20	17) Credit Life Prem:	
2) Fin Inst:	MIFIRST	18) Accident & Health:	
3) Stock Number:		Total Insurance:	
4) Cash Price:	\$ 32,366.68	19) Sales Tax:	.0000%
5) Total Trade Allow:		20) APR:	
6) Less Payoff:		21) Term:	
7) Cash Down:		22) DaysTo/1stPmtDate:	07/14/20
8) REBATE:	\$ 7,100.00	23) Payment:	\$ 25,526.68
Total Down:	\$ 7,100.00		
9) EXTENDED WARRANTY:		Sale Subtotal:	\$ 25,266.68
10) POLYSTEEL:		Total Financed:	\$ 25,526.68
11) DOCUMENTARY FEE:	\$ 220.00	Finance Charge:	
12) LICENSE FEE:		Total Other Charges:	
13) TRANSFER FEE:		Total of Payments:	\$ 25,526.68
14) TITLE FEE:	\$ 16.00	Deferred Price:	
15) CVR:	\$ 24.00	Unpaid Balance:	\$ 25,526.68

Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.
 F3=Sv/EX F5=RRecall F6=Cust F7=Veh F8=Trd F10=Misc SF11=>

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 7/28/20	Title: 2020 Byrne JAG Grant
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Approval requested to pursue the 2020 Byrne JAG Grant	
Detailed Summary: Approval to enter into an MOU with the County of Muskegon and the City of Muskegon Heights for the 2020 JAG Grant like previous years. The City of Muskegon will continue to act as the fiduciary and receive \$17,866, the City of Muskegon Heights would be our sub-awardee and receive \$15,130 and the County of Muskegon would not receive funding. There is no match requirement for this grant. The City of Muskegon's portion of this grant will be used in continuation of the manner in previous years where it is used for prosecution of city ordinance cases dealing primarily with neighborhood issues.	
Amount Requested: zero dollars	Amount Budgeted: zero dollars
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the MOU for the 2020 Byrne JAG Grant.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MUSKEGON
THE COUNTY OF MUSKEGON
THE CITY OF MUSKEGON HEIGHTS**

**FY 2020 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Regular Funding / Local Solicitation**

This Agreement is made and entered into on the _____ day of August, 2020, by and between the County of Muskegon, acting by and through its governing body, the Board of County Commissioners, located at 990 Terrace Street, Muskegon, Michigan 49442 and the City of Muskegon, acting by and through its governing body, the City Commission, located at 933 Terrace Street, Muskegon, Michigan 49443-0536, and the City of Muskegon Heights, acting by and through its governing body, the City Council, located at 2724 Peck Street, Muskegon Hts., MI 49444, all of Muskegon County, State of Michigan, witnesseth:

WHEREAS, the CITY OF MUSKEGON has agreed to serve as the applicant/fiscal agent for the joint funds under the: Justice Assistance Grant(Local Solicitation) as the Bureau of Justice Assistance has designated the allocation to the law enforcement communities in Muskegon County as a disparate allocation; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the breakdown of allocated funding agreed upon by those entities involved in the disparate funding is \$ 17,866 to the CITY OF MUSKEGON and \$ 15,130 to the CITY OF MUSKEGON HEIGHTS; and

WHEREAS, the CITY OF MUSKEGON, CITY OF MUSKEGON HEIGHTS and COUNTY OF MUSKEGON believe it to be in their best interests to allocate the JAG funds as specified in this Agreement.

NOW THEREFORE, THE COUNTY OF MUSKEGON, CITY OF MUSKEGON AND CITY OF MUSKEGON HEIGHTS agree as follows:

AGREEMENT

1. THE CITY OF MUSKEGON will act as the fiscal agent/applicant agency.
2. The total eligible joint allocation for the disparate jurisdictions of \$ 32,996 will be allocated as follows: COUNTY OF MUSKEGON - \$ 0; CITY OF MUSKEGON - \$17,866; CITY OF MUSKEGON HEIGHTS - \$ 15,130.
3. Each municipality will be responsible for its actions in the use of any equipment purchased under this Agreement and the fiscal agent shall not be liable for any civil liability that may arise from the purchase of the use of the equipment.
4. The CITY OF MUSKEGON HEIGHTS will be responsible for submitting quarterly reports to the CITY OF MUSKEGON by the third day of the month following the quarter in the reporting fashion required by the CITY OF MUSKEGON and for any month in which an expenditure under the grant has occurred the CITY OF MUSKEGON HEIGHTS will submit a reimbursement request to the CITY OF MUSKEGON by the third day of the following month along with backup documentation such as invoices.
5. The CITY OF MUSKEGON HEIGHTS will be responsible for the accuracy of all data submitted to the CITY OF MUSKEGON for submission to the Bureau of Justice

Programs and will be liable for penalties as a result of submitting the data late and for any inaccurate data.

6. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF MUSKEGON passing from this program or from the CITY OF MUSKEGON HEIGHT's expenditure of the JAG funds.
7. By entering into this Agreement, the parties do not intent to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MUSKEGON

Dated: _____, 2020

By: _____
Susie Hughes, Chairman
County Board of Commissioners

CITY OF MUSKEGON

Dated: _____, 2020

By: _____
Stephen Gawron, Mayor

CITY OF MUSKEGON HEIGHTS

Dated: _____, 2020

By: _____
Walter Watt, Mayor

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: Cooperative Mutual Aid Fire Control Agreement
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: This is to request the City of Muskegon enter into agreement with the Michigan Department of Natural Resources (DNR), the Cooperative Mutual Aid Fire Control Agreement as described under Public Act 7 of 1967 and Part 515 of Act 451 of 1994, as amended.	
Detailed Summary: This agreement will give the City access to the Department of Defense (DoD) "Firefighter Program Property" for local fire department's use. In short, the agreement gives the City access to wildland firefighting equipment at no cost. The City currently protects 1,784 acres of public land and 1,824 acres of vacant land with few resources to fight wildland fires. The fire department would like the ability to apply for wildland firefighting equipment to enhance the protection of vacant and wildland properties	
Amount Requested: 0.00	Amount Budgeted: 0.00
Fund(s) or Account(s): n/a	Fund(s) or Account(s): n/a
Recommended Motion: Enter into agreement with the DNR's Cooperative Mutual Aid Fire Control Agreement	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☒ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

This Agreement is authorized 1967 PA 7, and Part 515 of Act 451 of 1994, as amended

City of Muskegon Fire Department

Name of Fire Organization

770 Terrace St

Address

Muskegon, MI 49440

City, State and Zip Code

Muskegon

County

jay.paulson@shorelinecity.com

E-mail Address

Federal ID #

Governing Unit or Board

Telephone

Fire Department Number

38-6004522

City of Muskegon

231-724-6942

6110

This Cooperative Agreement made this 10th day of May by and between

City of Muskegon . (Governing Agency Unit or Board),

hereinafter referred to as the Cooperator; and the Michigan Department of Natural Resources (DNR), Forest Resources Division (FRD), hereinafter referred to as the DNR, is entered into for the purpose of:

- (1) Placing Federal Excess Personal Property (FEPP) for local fire department's use.
- (2) Placing Department of Defense (DoD) Firefighter Program Property for local fire department's use.
- (3) Providing the closest possible cooperation on mutual objectives.
- (4) Lending effective support when either organization is committed to or beyond its capacity.
- (5) Defining purposes and responsibilities of the respective organization.
- (6) Providing purchase authority to the Cooperator through the Federal Defense Logistics Agency (DLA) Fire Equipment catalog.

WITNESSETH:

WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.

WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.

WHEREAS: It has been determined to be advantageous to the DNR, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

PART I – FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE DNR AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
- (2) To dispatch equipment and personnel to fires when available, and upon request from the Cooperator.
- (3) To immediately advise the Cooperator when the DNR becomes aware of any burning or threatened structure within the Cooperator's protection area.
- (4) The title to all accessories, tools, equipment, and sirens provided by the Cooperator which are added to FEPP equipment provided by the DNR will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the DNR.
- (5) To extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase firefighting equipment and supplies through the DLA Fire Equipment Catalog.

THE COOPERATOR AGREES:

- (1) To dispatch a crew with equipment when available, and upon request of the DNR, to any fire within their protection area, defined as the area within which the Cooperator is responsible for providing fire protection services, not to include mutual aid response to other fire departments.
- (2) Pay all invoices for equipment purchased through DLA. The DNR may require the Cooperator to send a copy of purchase orders for audit purposes.

- (3) The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide **personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government)**. Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the DNR immediately, in writing, of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the DNR in writing and to local Law Enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle **MUST** be returned to the DNR within thirty (30) days.
- (4) To make the equipment available for inspection, when requested, by a representative of the DNR.
- (5) The Cooperator cannot remove parts without written permission from the DNR.
- (6) The equipment may not be sold, junked, traded, or otherwise disposed of, but must be returned **BY THE COOPERATOR** to one of the DNR, FRD Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.
- (7) Any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) All vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) All vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) The Cooperator will notify the DNR immediately in writing in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) A State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted DNR red to correspond with the Cooperator's fire equipment and marked with both the Cooperator's identifying decals, and a decal furnished by the DNR.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve (12) months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

IT IS MUTUALLY AGREED:

- (1) **Suppression.** When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object actually on fire. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) **Training.** Each agency agrees to attend/participate/assist in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency to the extent personnel are available.
- (3) **Personal Protection.** DNR employees are not trained nor certified to wear self-contained breathing apparatus. DNR personnel must be advised by the Cooperator when atmospheric conditions are unsafe. DNR employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) DNR tractors are not intended to be used for purposes other than wildland fire suppressions.
- (5) **Other.** Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.
- (6) **Employee Compensation.** Each entity is responsible for the compensation of its own employees.
- (7) This agreement constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This agreement supersedes all other prior agreements, and all other communications between the parties relating to this transaction.
- (8) Each provision of this agreement is severable from all other provisions of this agreement and if one or more provisions of this agreement are declared invalid, the remaining provisions of this agreement remain in full force and effect.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under 1967 PA 7, Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

PART II – DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10 U.S.C §2576(b), ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) - FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can be effectively made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within twelve (12) months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain the equipment in the Cooperator's inventory, as well as maintain property records on the equipment for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal). Written permission from the DNR is required to dispose of property retained for less than five (5) years.
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the DNR until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Obtain and maintain liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted DNR Red, or to correspond with the Cooperator's fire equipment, and will have all of the Cooperator's identifying decals.
- (11) All vehicles must comply with all State and Federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in State and Federal regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DNR AGREES TO:

The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the DNR – FRD, and will continue in force unless terminated by either party by thirty days (30) written notice to the other, provided, however, all of the provisions herein are complied with.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

Cooperator – Governing Unit Signature

Date

Cooperator – Governing Unit (Print Name)

Fire Chief Signature

Date

Fire Chief (Print Name)

Michigan Department of Natural Resources Forest Resources Division

Date

* See attached

Jeff Lewis

From: Jay Paulson
Sent: Tuesday, May 28, 2019 8:02 AM
To: Jeff Lewis
Subject: RE: Cooperative Mutual Aid Fire Control Agreement

Will do

From: Jeff Lewis <jeff.lewis@shorelinecity.com>
Sent: Sunday, May 26, 2019 2:02 PM
To: Jay Paulson <jay.paulson@shorelinecity.com>
Cc: Jeff Lewis <jeff.lewis@shorelinecity.com>; Carrie Kotchka <carrie.kotchka@shorelinecity.com>
Subject: Cooperative Mutual Aid Fire Control Agreement

I have reviewed and signed:

1. I want to make sure we can exit with sufficient notice if deemed necessary by our City (see #6)
2. If vehicles need repair and/or maintenance, will do so city time table with available resources.
3. Any/all invoices shall be sent to the PSD to be reviewed and approved before payment.
4. This agreement is to enhance the fire service as it relates to fire control (timber, grass and wild fire only)

Please get the signed copy from Carrie..

Jeffrey Lewis
Muskegon Director of Public Safety
231-724-6954



5/28/19

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 7/28/2020	Title: Lakeview Lofts Phase II Bridge Loan
Submitted By: Jake Eckholm	Department: Economic Development
Brief Summary: The developers at Lakeview Lofts have run into Covid-19 related delays and impacts from MEDC related to their contribution to the capital stack for the second building on Western Avenue. The project has a reservation for some crucial components and are requesting a bridge loan from the Economic Development Fund to keep the project on schedule.	
Detailed Summary: Lakeview Lofts Phase II has a capital stack that includes financing from both PNC Bank and the Michigan Economic Development Corporation. The MEDC has previously issued a letter of intent (LOI) that expired during the pandemic due to PNC Bank holding up their end of the financing. Since then, MEDC has been very slow to reissue the LOI and has held up the process to a point that the developers are at risk of losing their reservation for commercial concrete and foundation construction. If this occurs, the project will be pushed to next year, and the PNC portion of the financing will be lost as a portion is Opportunity Fund investments which must be committed by the end of the calendar year. This would endanger the project in total, which consists of 35 apartments and a new restaurant space. Staff recommends granting the loan as applied for, with a maximum interest free term of 6 months. If 6 months is exceeded, retroactive interest payments of prime plus 2% should be added to the principal, and default may be pursued by the City of Muskegon.	
Amount Requested: \$450,000	Amount Budgeted: N/A, Capital Fund
Fund(s) or Account(s): Economic Development Revolving Fund	Fund(s) or Account(s): N/A
Recommended Motion: Motion to approve Economic Development Loan to 351 II LLC in the amount of \$450,000 for a term not to exceed 180 days, and with immediate lump sum repayment upon execution of other project financing.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Application for Term Loan
City of Muskegon Revolving Loan Fund

Application Date: 6-25-2020

Applicant Business: 351 Phase 11 LLC

 Sole Proprietorship ☒ Partnership Corporation

Principals:	<u>Name</u>	<u>Address</u>	<u>%Ownership</u>
	<u>Chris Benedict</u>	<u>370 mid oak Dr N. Muskegon</u>	<u>33.33 %</u>
	<u>Josh Canale</u>	<u>15120 Cross Creek Dr Spring Lake</u>	<u>33.33 %</u>
	<u>Jeff Royce</u>	<u>1025 Lakeside Dr Grand Rapids</u>	<u>33.33 %</u>

Business Address: 351 West Western Muskegon MI

Project Address: 351 West Western Muskegon MI

Employment: Now ☒ On Project Completion After One Year

Source of Funds	Equity amount in business
	(Including new loan): \$ <u>7919,621</u> <u>59</u> % of total
	Bank Participation: \$ <u>3,005,444</u> <u>36</u> % of total
	City RLF Loan Requested: \$ <u>450,000</u> <u>5</u> % of total

TOTAL SOURCES: \$ 8,375,065 100%

Use of Funds:	Land and Building:	\$ <u>70,000</u>	
	Site Improvements:	\$ <u>37,500</u>	
	Construction/Renovation:	\$ <u>8,242,565</u>	
	Machinery & Equipment:	\$ <u> </u>	
	Furniture and Fixtures:	\$ <u> </u>	
	Working Capital:	\$ <u> </u>	
		Legal and Closing:	\$ <u>25,000</u>
TOTAL USES:		\$ <u>8,375,065</u>	

Collateral Offered: Lien position in both 351 Phase 1 and 351 phase 11

(I) or (We) certify that the information in the application and other supporting documents is true and accurate. Any other use of City of Muskegon Revolving Loan Funds than as requested constitutes fraud. (I) or (We) further agree to comply with the Federal Civil Rights and Equal Opportunity statutes of Title VI and Title VIII and Michigan Civil Rights Act and Fair Employment Practices Act and related rules and regulations.

(s) 

Date: 6-25-2020

Loan Request:

450,000

Company Information:

Current Location:

351 W Western Muskegon MI

Principal:

Chris Benedict

Josh Canale

Jeff Royce

Summary of Project:

Project Location:

351 W Western Muskegon MI

Address:

370 mid Oak Dr North Muskegon

15120 Cross Creek Dr Spring Lake

1025 Lakeside Dr Grand Rapids

Please see attached document

Employment:

25 FTE

Sources and Uses Summary:

SOURCES

USES

Other Financial Comments:

MEDC - 1,671,444

PNC - 1,344,000

Equity-OZ Fund - 4,919,621

Loan Package Structure:

Collateral:

Lien position in both 351 Phase I and 351 phase II

Recommendation:

*Information contained in this application and supporting documentation may be subject to review by the public if a Freedom of Information Request is filed.

Lake View Lofts Phase 2

6-Story Mixed-Use Development

Proposed for 351 W. Western Ave.,
Muskegon, Michigan



Company Info

Great Lakes Development Group LLC
Group LLC

Primary Contact: Josh Canale

Phone: 312-451-6629 (cell)

Email: josh@greatlakesdevgroup.com



Development Team

Christopher J. Benedict

Prior to founding Great Lakes Development Group, Chris served as Corporate Controller and Vice President of Finance for commercial real estate development firm Westwood Development Group. At Westwood, Benedict oversaw the development, construction, and operation of several large-scale projects, including six indoor and outdoor shopping centers. In total, Benedict oversaw the development and operation of projects totaling over \$60 million.

Chris holds a BS in Accounting from Eastern Michigan University and a MBA from Colorado State University. Chris lives in North Muskegon with his wife and three children

Joshua T. Canale

Prior to founding Great Lakes Development Group, Josh gained 15 years of diverse experience in architecture and urban infill development. Josh participated in the design, construction and management of over \$250 million in development in the City of Chicago, ranging from mixed-use, multi-family (affordable and market rate), office, retail and hospitality. He has extensive experience in public-private partnerships and managing complex project.

Josh earned a bachelor of Architecture degree from the University of Notre Dame. He lives in Spring Lake with his wife and three children.

Architect

Architect@large

Jeffery Hunt

Grand Rapids, MI 49506

jhunt@architectatlarge.net

General Contractor

Clifford Buck Construction Company

Andy Zorn

500 Irwin Ave, Muskegon, MI 49442

andyz@cliffordbuckconstruction.com

Project Summary



The building

The proposed project is a new construction, 6-story mixed-use development at 351 W. Western Ave. in downtown Muskegon. The proposed plan includes approximately 5,800 S.F. of ground floor Retail space, 5 floors of residential market-rate apartments, totaling 35 units on floors 2-6 with 25 single apartments and 10 doubles. The building will be an addition to Lake View Lofts Phase 1 and they will share stair access. Additional features of the project will include ground floor outdoor space, balconies for every unit. The building will be designed to meet LEED® Silver Standards.

Project Interest

There is very strong local interest and support for the project. A letter of intent has already been signed by a prominent restaurateur for the first floor which will create up to 25 jobs. With the first phase already being 100% leased prior to construction completion, a waitlist is being created for apartments in phase 2. Market demand has already been proven and phase one rents are now 20% higher than initially projected. We have received an LOI from the MEDC for \$1,671,444 and from PNC for \$1,344,000. Along with the LOI's for debt we have raised \$4,919,621 in opportunity zone equity for the project.

We are applying for the \$450,000 RLF to keep the project on track and break ground September 2020 with a completion date of fall 2021. Due to the recent Covid-19 pandemic the project has stalled with the banks and the MEDC shifting their focus to PPP and SBA loans forcing our project to take a back seat. The funds will be used for the following items and will be reimbursed in a lump sum from the PNC loan proceeds; we anticipate closing no later than 4 months.

Uses		
Kent Companies	phase 2 foundations	98,000.00
Kent Companies	portion of stairwells	52,800.00
Kerkstra	Deposit for concrete	201,700.00
Accurate		
Excavators	Site work	37,500.00
Clifford Buck	Temporary metal siding	60,000.00
		450,000.00

Local Impact

Lake View Lofts is a catalyst for development in downtown Muskegon by adding much needed market-rate rental housing, increasing the presence of local business, and contributing to the pedestrian character and density already being established along Western Ave. Adding high quality housing, commercial storefronts and office space to the downtown corridor will increase the walkability of the community by allowing residents to live, work and socialize all within their neighborhood. Our project, along with others in the planning phases, will help Muskegon reach the next level as a destination waterfront city.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: Purchase Agreement 1188 4 th St
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: City staff is seeking authorization to enter into the purchase agreement with LeighAnn Mikesell, a City of Muskegon employee.	
Detailed Summary: 1188 4th Street was a regular area of concern among neighbors. In an attempt to help mitigate the concerns, the City purchased the property and completed a renovation. The property was listed on the MLS for \$229,900; an offer was accepted for \$225,000. Staff is seeking permission to approve the purchase agreement and complete the sale. Note that this property is part of the scattered site brownfield project. Any difference in sales price and renovation cost will be recovered via tax capture. In order to comply with state and local conflict of interest concerns, Ms. Mikesell has submitted a letter to the mayor disclosing her interest in the property and outlining the benefits of this sale to her and to the City. The letter has been noticed to the public along with the agenda for the commission meeting. The sale can only be approved by a unanimous vote of all commissioners. If approved, the minutes of the commission meeting must disclose the name of each party involved in the contract, the terms of the contract, the nature of the financial interest of the public servant with the conflict, and that the sale is in the best interests of the City.	
Amount Requested: None at this time	Amount Budgeted: \$0
Fund(s) or Account(s): Public Improvement	Fund(s) or Account(s): Public Improvement
Recommended Motion: Declare that the sale is in the best interests of the City to sell the property to Ms. Mikesell and authorize the City Manager to sign the purchase agreement and complete the sale.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

1558 E Harbour Towne Circle
Muskegon, MI 49441

July 20, 2020

Honorable Mayor Steve Gawron
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

Honorable Mayor,

I am writing to express my interest in purchasing the home located at 1188 Fourth Street which is currently owned by the city. The benefit I will receive includes the price the city paid to obtain the property (\$88,710.92) as well as the amounts paid for improvements to it (\$235,716). That total is \$324,427.

The property is currently listed with a real estate agent for \$229,900. I have made an offer to pay \$225,000 and have submitted a check for earnest money in the amount of \$2,500. The commission previously approved an offer for the purchase price of \$225,000 from a different buyer who had given \$2,000 in earnest money and who backed out of the deal.

The city will benefit by selling the property to me because I am a good citizen who cares about the community, I have consistently paid any taxes and utility bills owed to the city, and I will maintain the property in excellent condition. In addition, I will enhance the landscaping to further improve the property and make a positive impact on the neighborhood. My bank has pre-approved me for a loan of this size, and I do not need to sell my current home to purchase the house at 1188 Fourth Street.

Thank you for considering my offer on the property.

Sincerely,



LeighAnn Mikesell

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 07/10/2020 10:00 PM (time) MLS # 20017194

SELLING OFFICE: Five Star Real Estate BROKER LIC.# 6503385486 REALTOR® PHONE: 231-557-1137

LISTING OFFICE: Coldwell Banker Woodland Schmidt Muskegon REALTOR® PHONE: 231-733-4455

- Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
- Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Transaction Coordinator
 Primary Selling Agent Name: Barbara Holt Email: barbholt@gmail.com Lic.#: 6501272913
 Alternate Selling Agent Name: _____ Email: _____ Lic.#: _____
- Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
☒ Buyer has received the Seller's Disclosure Statement, dated 05/12/2020. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
☐ Seller is exempt from the requirements of the Seller Disclosure Act.
- Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.
- Property Description:** Buyer offers to buy the property located in the ☒ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code)
1188 4th Street Muskegon 49441
 with the following legal description and tax parcel ID numbers:
 Legal: CITY OF MUSKEGON REVISED PLAT OF 1903 W 92 FT LOT 8 BLK 367

PP# _____ Tax ID #: 24205367000800

The following paragraph applies only if the Premises include unplatted land:
 Seller agrees to grant Buyer at closing the right to make (insert number) ALL division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before Day of Close, of the proposed division to create the Premises.

- Purchase Price:** Buyer offers to buy the Property for the sum of \$ 225,000
two hundred twenty-five thousand U.S. Dollars
- Seller Concessions**, if any: NONE
- Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
 SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

☐ CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

☒ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 15 (year) mortgage in the amount of 80 % of the Purchase Price bearing interest at a rate not to exceed Current % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 3 days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing. Buyer ☒ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
 Exceptions:

☐ SELLER FINANCING (check one of the following): ☐ CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
 Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

☐ OTHER:

9. **Contingencies:** Buyer's obligation to consummate this transaction (check one):

☒ **IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

☐ **IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded. Exceptions:

10. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

Dishwasher; Garbage Disposal; Microwave; Range; Refrigerator; Washer; Dryer; All Window Treatments; Ceiling Fans; Garage Remotes

but does not include:

Any personal property currently in home or on premises

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11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

N/A

12. **Assessments (choose one):**

If the Property is subject to any assessments,

- ☒ Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- ☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ No proration. (Choose one):

- ☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
- ☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

- ☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

- ☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing. Exceptions:

14. **Well/Septic:** Within ten (10) days after the Effective Date, Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector and Seller will have the septic tank(s) pumped at Seller's expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

N/A City Systems

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be

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deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

☐ Buyer has waived all rights under this Inspections & Investigations paragraph.

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey certified to Buyer with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☒ No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the Property and the location of such improvements thereon. Exceptions:

Seller to provide if available

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

NONE

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 08/10/2020. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where Seller will pay the entire closing fee. Exceptions:

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☒ At the completion of the closing of the sale.

☐ At ☐ a.m. ☐ p.m. on the day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 07/11/2020 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of \$ 2500.00 shall be submitted to Five Star Real Estate Norton Shores (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.
24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
26. **Other Provisions:**
- Home must appraise at or above purchase price.
27. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
28. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

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30. Buyer's Approval and Acknowledgment: Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.Buyer 1 Address 1558 E. Harbour Towne Circle Muskegon, MI 49441

X

*LeighAnn Mikesell*dotloop verified
07/10/20 10:03 PM
EDT**Buyer**Buyer 1 Phone: (Res.) _____ (Bus.) 231-343-3830LeighAnn Mikesell

Print name as you want it to appear on documents.

Buyer 2 Address _____

X

Buyer 2 Phone: (Res.) _____ (Bus.) _____

Print name as you want it to appear on documents.

31. Seller's Response: The above offer is approved: ☐ As written. ☒ As written except:**Quit Claim Deed**Counteroffer, if any, expires 07/15/2020, at 6pm (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.**32. Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (check one): ☒ Yes ☐ No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.**33. Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.**34. Listing Office Address:** 131 Seaway Drive, Muskegon, MI 49444Listing Broker License # 6505346469**Listing Agent Name:** mary jamieson& Charlotte barnes evansListing Agent License # 6501432199&6501294351**35. Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.**X (Seller's Signature, Date, Time):***Frank Peterson*dotloop verified
07/15/20 9:31 AM EDT
6TIE-XSEC-ZD7U-UP6MFrank Peterson, City Mgr., City of Muskegon

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen? ☒ Yes ☐ No***X (Seller's Signature, Date, Time):**Is Seller a U.S. Citizen? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

Seller's Address: 1188 4th St, Muskegon, MI 49441

Seller's Phone (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

36. Buyer's Receipt/Acceptance: Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.**X (Buyer's Signature, Date, Time):***LeighAnn Mikesell*dotloop verified
07/15/20 4:55 PM
EDT**X (Buyer's Signature, Date, Time):****37. Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.**X (Seller's Signature, Date, Time):****X (Seller's Signature, Date, Time):**1188 4th St, Muskegon, MI 49441

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Time



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 7-28-2020	Title: Infill Housing Project brownfield public hearing
Submitted By: Pete Wills	Department: Economic Development
Brief Summary: To hold a public hearing and approve the attached resolution which seeks to adopt an amendment to the Brownfield Plan (city's Infill Housing Project, 1st Amendment). On July 14th, the BRA approved the Plan amendment and further recommends that the Muskegon City Commission approve the Plan amendment.	
Detailed Summary: City staff has prepared a brownfield plan to include 108 eligible parcels, primarily located within the Nelson and Jackson Hill Neighborhoods, that will facilitate the development of new affordable housing opportunities at eligible properties. Activities include the redevelopment and rehabilitation of subject parcels; construction of new residential units; possible demolition of the former Froebel school in order to redevelop that property with residential units; and public infrastructure at the former farmers market to add additional residential units. Brownfield TIF to reimburse developer for "eligible expenses" in the redevelopment and rehabilitation on 108 eligible parcels; after lot splits, total of 249 parcels for redevelopment. Plan Amendment eligible activities: \$3,880,000 for cost of sale; \$1,200,000 for demolition and abatement; \$777,000 for public infrastructure; \$20,000 for Brownfield Plan Preparation and Development; \$881,550 in contingency fees (15%); \$6,758,550 - total eligible activities to be paid under this Plan. End of 2023 for estimated completion date of the homes associated with Project. After all eligible costs incurred by the various parties are reimbursed, BRA is authorized to continue to capture local taxes for five more years for deposit into a Local Site Remediation Revolving Fund.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To close the public hearing and approve the resolution of the Brownfield Plan Amendment for the city's Infill Housing Project (1st Amendment).	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

City of Muskegon Infill Housing Project

City of Muskegon

County of Muskegon, Michigan

2020-July 28

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 28th day of July, 2020 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to include the Infill Housing Project (1st Amendment) in the Plan; and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendment to the City Commission requesting its approval of the Brownfield Plan Amendment; and

WHEREAS, the City Commission has provided notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to express their views and recommendations regarding the Brownfield Plan Amendment, as required by Act 381; and

WHEREAS, not less than 10 days has passed since the City Commission provided notice of the proposed Brownfield Plan to the taxing units; and

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on July 28, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.

2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Brownfield Plan in the form presented is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Stephen J Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on July 28, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

BROWNFIELD PLAN AMENDMENT

INFILL HOUSING PROJECT (1st Amendment)

July 14, 2020

**Prepared For The City of Muskegon Brownfield
Redevelopment Authority**

Prepared By City of Muskegon Staff

PROJECT NAME

Infill Housing Project (formerly Nelson Neighborhood Infill Housing Project)

DEVELOPER

City of Muskegon, a qualified unit of local government, as defined by Public Act 381 of 1996, as amended

ELIGIBLE PROPERTY LOCATION

There are 108 Eligible Properties for this project, most of which are not adjacent to one another. Please refer to the "Eligible Property Information Chart" and the "Eligible Property Map (Attachment A)" on the following pages.

TYPE OF ELIGIBLE PROPERTY

Blighted

SUBJECT PROJECT DESCRIPTION

The project will focus on the redevelopment of 108 parcels, most of them located in the Nelson and Jackson Hill Neighborhoods. Some of these lots will be split, creating a total of 249 subject parcels. Ten of the parcels contain homes that will be rehabbed, the rest are vacant lots that will be used to construct new residential units. The new residential units will consist mostly of detached homes and rowhomes, with the possibility of a few duplexes and small multi-plexes as the market dictates. The project also includes the demolition of the former Froebel school in order to redevelop the property with a variety residential units. In addition, the plan also includes the addition of public infrastructure at the former farmers market to add additional residential units.

ELIGIBLE ACTIVITIES

Cost of Sale, Demo & Abatement, Public Infrastructure, Preparation of Brownfield Plan

**DEVELOPER'S REIMBURSABLE
COSTS**

\$5,877,000

**MAXIMUM DURATION OF
CAPTURE**

30 years

**ESTIMATED TOTAL CAPITAL
INVESTMENT**

\$49,500,000

**INITIAL TAXABLE
VALUE**

\$0 (City & County Owned)

1. Introduction

The City of Muskegon, Michigan (the “City”), established the Muskegon Brownfield Redevelopment Authority (the “Authority”) on July 4, 1997, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of the subject properties within this Plan will facilitate the development of infill housing at eligible properties. By facilitating redevelopment of underutilized properties, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(1) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Planning Director.

The Infill Housing Project was originally added to this Plan on April 14, 2019. This amendment seeks to modify certain aspects of the plan; most notably by adding more parcels and increasing the “cost of sale” margin.

2. General Provisions

A. Costs of the Brownfield Plan (Section 13(1)(a))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan were funded by the City’s general fund. Subsequent amendments to the Plan may be funded by the person requesting inclusion of a project in the Plan, and if eligible, may be reimbursed through tax increment financing.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with fees charged to applicants to be included in the Plan, and any eligible tax increment revenues collected pursuant to the Plan, in accordance with the provisions of Act 381, including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,
- ii) costs for amending and/or updating this Plan, and
- iii) costs for Plan implementation

Tax increment revenues that may be generated and captured by this Plan are identified in the site-specific sections of this Plan.

B. Method for Financing Costs of Plan (Section 13(1)(d) and (e))

The City or Brownfield Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development Agreements with the property owners/developers of properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to this Plan. Financing arrangements will be specified in a Development and Reimbursement Agreement, and also identified in the Site Specific section of the Plan.

C. Duration of the Brownfield Plan (Section 13(1)(f))

The duration of this Plan is not to exceed 30 years. It is estimated that all of the homes associated with the Project will be completed by 2023. Since the “cost of sale” will vary for each home, as will construction costs, it is impossible to know exactly how long it will take to completely recapture eligible costs through tax increment revenues, although it is anticipated that it will be well within the 30 year time frame. In addition, once all activity costs are reimbursed, funds may be captured for the local site remediation revolving fund, if available. The duration of capture for the Project already began in 2020 and will continue until such time that all the eligible activities undertaken in this Plan are reimbursed, but in no event will the Plan exceed the maximum duration provided for in (MCLA 125.2663(1)(22)). The total costs of eligible activities include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of eligible activities, the cost of principal and interest otherwise incurred to pay for eligible activities, the reasonable costs of a work plan or remedial action plan and the costs of preparation of Brownfield Plans and amendments.

D. Displacement/Relocation of Individuals on Eligible Properties (Section 13(1)(i),(j)(k)(l))

Eligible properties identified in this Plan will not require the displacement/relocation of existing residences, therefore the provisions of *Section 13(1)(i-l)* are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m))

Whenever this Plan includes a property for which taxes will be captured through the tax increment financing authority provided by Act 381, it is the Authority's intent to establish and fund a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in Section 13(5) of Act 381. Section 13(5) authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan, provided that the time frame allowed by Act 381 for tax capture is sufficient to

accommodate capture to capitalize a Fund. The amount of school operating taxes captured for the Revolving Fund will be limited to the amount of school operating taxes captured for eligible environmental response activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Revolving Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at eligible properties and other costs as permitted by Act 381. It may also be used for eligible activities on an eligible property for which there is no ability to capture tax increment revenues. The establishment of this Revolving Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

3. Site Specific Provisions

A. Eligibility and Project Description (Sec. 13(1)(h))

The eligible properties comprising the Infill Housing Project included in this Plan is approximately 38 acres of vacant land spread across 108 parcels in Muskegon, Michigan (See Attachment A). The parcel numbers/legal description of the eligible properties are:

1246 5th St

Parcel #24-205-378-0006-00

CITY OF MUSKEGON REVISED PLAT OF 1903 N 46 FT LOT 6 BLK 378

1252 5th St

Parcel #24-205-378-0006-10

CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 44 FT OF SLY 86 FT LOT 6 BLK 378

1245 5th St

Parcel #24-205-377-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 EX SELY 79.5 FT TH'OF & E 1/2 OF LOT 2 EX SELY 79.5 FT TH'OF BLK 377

1261 5th St

Parcel #24-205-377-0011-00

CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/4 LOT 11 & N 1/2 OF N 1/2 LOT 12 BLK 377

1342 6th St

Parcel #24-205-388-0006-20

CITY OF MUSKEGON REVISED PLAT OF 1903 SELY 44 FT OF SWLY 26 FT LOT 5 & SELY 44 FT OF LOT 6 BLK 388

1349 6th St

Parcel #24-205-389-0012-00

CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 12 BLK 389

1352 6th St
Parcel #24-205-388-0007-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 388

1411 6th St
Parcel #24-205-390-0011-20
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 11 BLK 390 EXC W 92 FT TH'OF

1387 7th St
Parcel #24-205-375-0005-00
CITY OF MUSKEGON REVISED PLAT OF 1903 SELY 74 FT LOT 5 & N 30 FT LOT 8 BLK 375

395 Houston Ave
Parcel #205-369-0004-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 369

248 Mason Ave
Parcel #24-205-387-0007-00
CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 7 & W 26.7 FT OF S 1/2 LOT 7 BLK 387

275 Mason Ave
Parcel #24-205-391-0003-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 391

346 Mason Ave
Parcel #24-205-389-0009-00
CITY OF MUSKEGON REVISED PLAT OF 1903 W 30 FT LOT 9 BLK 389

352 Mason Ave
Parcel #24-205-389-0008-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 389

219 Merrill Ave
Parcel # 24-205-386-0012-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 BLK 386

271 Merrill Ave
Parcel #24-205-387-0005-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 5 BLK 387

388 Merrill Ave
Parcel #24-205-376-0007-20
CITY OF MUSKEGON REVISED PLAT OF 1903 ELY 66 FT OF WLY 132 FT LOT 7 EXC NLY 20 FT BLK 376

235 Monroe Ave
Parcel #24-205-379-0003-10
CITY OF MUSKEGON REVISED PLAT OF 1903 E 28 FT LOT 3 BLK 379

239 Monroe Ave
Parcel #24-205-379-0003-00
CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 379 W 38 FT LOT 3

240 Monroe Ave
Parcel #24-205-367-0010-00
CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 10 BLK 367

250 Monroe Ave
Parcel #24-205-367-0009-00
CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 9 BLK 367

254 Monroe Ave
Parcel #24-205-367-0008-10
CITY OF MUSKEGON REVISED PLAT OF 1903 E 40 FT LOT 8 BLK 367

398 Monroe Ave
Parcel #24-205-370-0011-10
CITY OF MUSKEGON REVISED PLAT OF 1903 E 27 FT OF LOT 11 BLK 370

1392 Park St
Parcel #24-205-375-0003-20
CITY OF MUSKEGON REVISED PLAT OF 1903 PART LOTS 3-4 & 11 BLK 375 COM ON S LN LOT 11 40 FT
E OF SW COR TH E 84 FT TH NLY 26 FT TH NWLY TO A PT 48.5 FT N OF S LN LOT 11 TH W 62.4 FT TH S
48.5 FT TO BEG

382 W Muskegon Ave
Parcel #24-205-336-0008-00
CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 24.75 FT LOT 9 & NLY 55 FT LOT 8 BLK 336

487 W Muskegon Ave
Parcel #24-205-370-0011-10
CITY OF MUSKEGON REVISED PLAT OF 1903 E 27 FT OF LOT 11 BLK 370

420 Washington Ave
Parcel #24-205-375-0010-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLK 375

459 Washington Ave
Parcel #24-205-408-0002-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & 3 BLK 408

1782 5th St
Parcel #24-205-463-0004-00
CITY OF MUSKEGON REVISED PLAT 1903 LOT 4 AND N 22 FT LOT 5 BLK 463

318 W Larch Ave

Parcel #24-205-449-0010-00

CITY OF MUSKEGON REVISED PLAT OF 1903 E 18 FT LOT 9 & W 20 FT LOT 10 BLK 449

324 W Larch Ave

Parcel #24-205-449-0009-00

CITY OF MUSKEGON REVISED PLAT OF 1903 E 9 FT LOT 8 & W 29 FT LOT 9 BLK 449

1686 7th St

Parcel # 24-205-449-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 & 2 BLK 449

1660 7th St

Parcel #24-205-440-0004-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 5-6 BLK 440

408 W Dale Ave

Parcel # 24-205-439-0006-10

CITY OF MUSKEGON REVISED PLAT OF 1903 W 45 FT OF E 85 FT OF LOTS 6 & 7 BLK 439

340 W Forest Ave

Parcel # 24-205-428-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 428

1639 5th St

Parcel #24-205-441-0003-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 EXC S 5.5 FT TH'OF INCLUDING S 8 FT LOT 2 EXC W 44 FT TH'OF BLK 441

1605 Sanford St

Parcel #24-205-425-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 S 58 FT OF E 94 FT LOT 7 & S 10.4 FT OF E 94 FT LOT 8 BLK 425 (DESC CLARIFICATION 11/30/99)

487 W Southern Ave

Parcel #24-205-430-0004-00

CITY OF MUSKEGON REVISED PLAT 1903 W 1 1/2 FT LOT 3 & N 115 FT LOTS 4-5 BLK 430

305 W Grand Ave

Parcel #24-205-419-0019-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 19 BLK 419

1535 6th St

Parcel # 24-205-419-0013-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 419

355 W Grand Ave

Parcel #24-205-419-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 W 46 FT LOTS 1 & 2 BLK 419

337 W Grand Ave

Parcel #24-205-419-0001-20

CITY OF MUSKEGON REVISED PLAT OF 1903 E 44 FT OF LOTS 1-2 BLK 419

1458 6th St

Parcel #24-205-405-0014-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLK 405

1464 6th St

Parcel #24-205-405-0013-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 13 BLK 405

0 Washington Ave

Parcel #24-205-375-0009-10

CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 OF LOT 9 BLK 375

242 Strong Ave

Parcel #24-205-391-0011-00

CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 11 BLK 391

1360 7th St

Parcel #24-205-376-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 47 FT OF NLY 98 FT OF SW 66 FT OF LOT 7 BLK 376

1366 7th St

Parcel # 24-205-376-0007-15

CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 40 FT OF WLY 66 FT LOT 7 BLK 376

1262 6th St

Parcel #24-205-369-0006-30

CITY OF MUSKEGON REVISED PLAT OF 1903 S 40 FT LOT 6 BLK 369

579 W Muskegon Ave

Parcel #24-205-345-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 1/2 LOT 1 BLK 345

0 W Muskegon Ave

Parcel #24-205-345-0002-10

CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 OF LOT 2 BLK 345

617 W Muskegon Ave

Parcel # 24-205-345-0006-00

CITY OF MUSKEGON REVISED PLAT OF 1903 N 71 FT LOT 6 BLK 345

1047 Ambrosia St

Parcel #24-205-232-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 E 33 FT LOT 7 BLK 224 ALSO E 33 FT OF N 1/2 VAC DIANA ST LOTS 7 AND 8 BLK 232 ALSO S 1/2 VAC DIANA ST ADJ TO LOT 8 SD BLK

1075 Ambrosia St

Parcel #24-205-236-0008-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8-9 BLK 236

1155 Ambrosia St

Parcel #24-205-250-0008-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8-10 BLK 250

1205 Ambrosia St

Parcel #24-205-261-0008-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8 & 9 BLK 261

1386 Ransom St

Parcel #24-205-266-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 266

1530 Hoyt St

Parcel #24-205-281-0002-10

CITY OF MUSKEGON REVISED PLAT OF 1903 S 35.7 FT LOT 2 BLK 281

292 Mason Ave

Parcel #24-205-388-0008-10

CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 8 BLK 388

254 W Southern Ave

Parcel #24-205-420-0012-20

CITY OF MUSKEGON REVISED PLAT OF 1903 W 32 FT OF E 82 FT LOTS 12-13 BLK 420

1670 Park St

Parcel #24-205-439-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 W 80 FT LOT 7 BLK 439

1227 Fleming Ave

Parcel #24-745-000-0033-00

CITY OF MUSKEGON ROSELINDE ADDITION LOT 33

1251 8th St

24-205-340-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF LOTS 1 TO 7 LYING SELY OF WEBSTER AVE BLK 340

527 Herrick St
Parcel #24-205-023-0008-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 8-14 BLK 23

530 Herrick St
Parcel #24-205-022
CITY OF MUSKEGON REVISED PLAT OF 1903 S 178 FT LOT 3 & THAT PART OF LOT 4 LYING N OF SUMNER AVE BLK 22-0003-20

553 Jackson Ave
Parcel #24-205-022-0002-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & N 150 FT LOT 3 BLK 22

601 Jackson Ave
Parcel #24-205-021-0001-00
CITY OF MUSKEGON REVISED PLAT OF 1903 W 66 FT OF N 132 FT LOT 1 BLK 21

621 Jackson Ave
Parcel #24-205-020-0001-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1& 2 BLK 20

677 Jackson Ave
Parcel #24-205-019-0002-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 19

558 Jackson Ave
Parcel #24-205-014-0020-00
CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 19 & ALL LOTS 20 & 21 BLK 14

608 Jackson Ave
Parcel #24-205-015-0006-10
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 6 EX NLY 50 FT BEING 50 FT ON LANGLEY ST & 62.32 FT ON E LINE SAID LOT 6 BLK 15

704 Leonard Ave
Parcel #24-405-003-0001-00
CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 1-2 & 3 BLK 3

740 Leonard Ave
Parcel #24-405-003-0007-00
CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOTS 4-5-6 & W 4 FT LOT 7 BLK 3

754 Leonard Ave
Parcel #24-405-003-0008-00
CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 E 36 FT LOT 7 ALL LOTS 8 & 9 & W 8 FT LOT 10 BLK 3

766 Leonard Ave

Parcel #24-405-003-0011-00

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

1259 Sanford St

Parcel #24-205-384-0007-20

CITY OF MUSKEGON REVISED PLAT OF 1903 S 42 2/3 FT OF E 94 FT LOT 7 BLK 384

1280 Sanford St

Parcel #24-205-394-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 W 98 FT LOT 1 BLK 394

1141 Jefferson St

Parcel #24-205-364-0008-10

CITY OF MUSKEGON REVISED PLAT OF 1903 S 68 FT LOT 8 BLK 364

1095 1st St

Parcel #24-205-352-0008-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 8 BLK 352

1338 Arthur

Parcel # 24-205-254-0001-00

CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 84 FT LOT 1 BLK 254

204 W Dale

Parcel # 24-205-441-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 W 47.6 FT LOT 7 & W 47.6 FT OF S 27 1/7 FT LOT 6 BLK 441

1514 Park St

Parcel # 24-205-418-0003-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 418

314 W Grand Ave

Parcel # 24-205-406-0018-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 18 BLK 406

237 Washington Ave

Parcel # 24-205-405-0019-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 19 BLK 405 & SUBJ TO N 1/2 VAC ALLEY ADJ TH'TO RECOR'D 3711/266

329 Washington Ave

Parcel # 24-205-406-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 406

1456 Park St
Parcel # 24-205-407-0004-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 4 BLK 407

1468 8th St
Parcel # 24-205-408-0007-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 7 BLK 408 EXC E 46 FT TH'OF

462 Washington Ave
Parcel # 24-205-374-0007-00
CITY OF MUSKEGON REVISED PLAT OF 1903 W 39 1/2 FT LOT 7 BLK 374

507 Houston Ave
Parcel # 24-205-371-0004-10
CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 4 BLK 371

1370 Sanford St
Parcel # 24-205-401-0001-10
CITY OF MUSKEGON REVISED PLAT OF 1903 S 32 1/4 FT OF N 63 1/2 FT OF W 106 FT 2 1/2 IN LOT 1
BLK 401

731 Yuba St
Parcel # 24-205-183-0001-00
CITY OF MUSKEGON REVISED PLAT 1903 ENTIRE BLK 183 LYING ELY OF C & O R/W EX COM ON NLY
LINE SAID BLK 44 FT M/L SWLY OF NE COR LOT 5 TH S 24 DEG 39 MIN 59 SEC W 63 FT M/L TH NLY 39
FT M/L TO NLY LINE SAID BLK TH NELY ON NLY LINE SAID BLK 39 FT M/L TO BEG

205 E Muskegon Ave
Parcel # 24-205-192-0001-00
CITY OF MUSKEGON REVISED PLAT OF 1903 LOTS 1 THRU 12 INCL BLK 192

287 E Muskegon Ave
Parcel # 24-205-193-0004-00
CITY OF MUSKEGON REVISED PLAT 1903 LOTS 4 THRU 10 INC BLK 193

225 Eastern Ave
Parcel # 24-205-182-0001-00
CITY OF MUSKEGON REVISED PLAT 1903 ENTIRE BLK 182

650 Yuba St
Parcel # 24-205-167-0001-00
CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLK 167

417 Jackson Ave
Parcel # 24-205-024-0001-00
CITY OF MUSKEGON REVISED PLAT OF 1903 ENTIRE BLKS 24 25 26 ALSO BLK 27 EX LOTS 6 & 7

1078 2nd St

Parcel # 24-205-352-0004-10

CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 4 BLK 352

1067 W Grand Ave

Parcel # 24-205-484-0004-00

CITY OF MUSKEGON REVISED PLAT OF 1903 BLK 484 LOT 4 & S 16 1/2 FT OF GRAND AVE ABUTTING
SAME

1188 4th St

Parcel # 24-205-367-0008-00

CITY OF MUSKEGON REVISED PLAT OF 1903 W 92 FT LOT 8 BLK 367

1457 7th St

Parcel # 24-205-407-0011-10

CITY OF MUSKEGON REVISED PLAT OF 1903 S 2/3 LOT 11 BLK 407

580 Catherine Ave

Parcel # 24-205-076-0009-00

CITY OF MUSKEGON REVISED PLAT 1903 LOT 9 BLK 76

1192 Pine St

Parcel # 24-205-245-0002-00

CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 2 BLK 245

1194 Pine St

Parcel # 24-205-245-0002-10

CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 2 BLK 245

254 W Southern Ave

Parcel # 24-205-420-0012-20

CITY OF MUSKEGON REVISED PLAT OF 1903 W 32 FT OF E 82 FT LOTS 12-13 BLK 420

435 E Isabella Ave

Parcel # 24-205-078-0004-00

CITY OF MUSKEGON REVISED PLAT 1903 LOT 4 BLK 78

248 Mason Ave

Parcel # 24-205-387-0007-00

CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 7 & W 26.7 FT OF S 1/2 LOT 7 BLK 387

Project Breakdown:

There are 108 parcels included in this plan. Some of these lots will be split, which will result in a total of 249 parcels.

Parcels = 108

Parcels after splits = 249

New homes = 239

Rehabbed homes = 10

New homes with “cost of sale” concession = 195

New homes without “cost of sale” concessions = 54

“Cost of sale” concessions = \$3,880,000

Public Infrastructure = \$777,000

Demo & abatement = \$1,200,000

Reimbursable Costs of Construction (before 15% contingency) = \$5,857,000

The chart below depicts a listing of eligible properties and the basis for their eligibility.

Eligible Property Information Chart

Address	Tax Identification Number	Basis of Brownfield Eligibility	Investment Cost	Reimbursable Cost	Approximate Acreage	Zoning
Dusendang Project (110 Homes)						
1246 5 th St	24-205-378-0006-00	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
1252 5 th St	24-205-378-0006-10	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
1245 5 th St	24-205-377-0001-00	Cost of Sale	\$200,000	\$20,000	0.12	FBC, UR
1261 5 th St	24-205-377-0011-00	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
1342 6 th St	24-205-388-0006-20	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
1349 6 th St (2 lots)	24-205-389-0012-00	Cost of Sale	\$200,000	\$40,000	0.19	FBC, UR
1352 6 th St (2 lots)	24-205-388-0007-00	Cost of Sale	\$400,000	\$40,000	0.2	FBC, UR
1411 6 th St	24-205-390-0011-20	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
1387 7 th St (2 lots)	24-205-375-0005-00	Cost of Sale	\$400,000	\$40,000	0.22	FBC, UR
395 Houston Ave (2 lots)	24-205-369-0004-00	Cost of Sale	\$400,000	\$40,000	0.21	FBC, UR
275 Mason Ave (2 lots)	24-205-391-0003-00	Cost of Sale	\$400,000	\$40,000	0.18	FBC, UR
346 Mason Ave (2 lots)	24-205-389-0009-00	Cost of Sale	\$400,000	\$40,000	0.09	FBC, UR
352 Mason Ave	24-205-389-0008-00	Cost of Sale	\$200,000	\$20,000	0.2	FBC, UR
219 Merrill Ave	24-205-386-0012-00	Cost of Sale	\$200,000	\$20,000	0.12	FBC, UR

271 Merrill Ave (2 lots)	24-205-387-0005-00	Cost of Sale	\$400,000	\$40,000	0.19	FBC, UR
388 Merrill Ave (2 lots)	24-205-376-0007-20	Cost of Sale	\$400,000	\$40,000	0.2	FBC, UR
235 Monroe Ave	24-205-379-0003-10	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
239 Monroe Ave	24-205-379-0003-00	Cost of Sale	\$200,000	\$20,000	0.11	FBC, UR
240 Monroe Ave	24-205-367-0010-00	Cost of Sale	\$200,000	\$20,000	0.11	FBC, UR
250 Monroe Ave	24-205-367-0009-00	Cost of Sale	\$200,000	\$20,000	0.2	FBC, UR
254 Monroe Ave	24-205-367-0008-10	Cost of Sale	\$200,000	\$20,000	0.06	FBC, UR
398 Monroe Ave	24-205-370-0011-10	Cost of Sale	\$200,000	\$20,000	0.08	FBC, UR
1392 Park St	24-205-375-0003-20	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
382 W Muskegon Ave	24-205-336-0008-00	Cost of Sale	\$200,000	\$20,000	0.24	FBC, UR
487 W Muskegon Ave	24-205-347-0004-00	Cost of Sale	\$200,000	\$20,000	0.19	FBC, UR
420 Washington Ave (2 lots)	24-205-375-0010-00	Cost of Sale	\$400,000	\$40,000	0.19	FBC, UR
459 Washington Ave (3 lots)	24-205-408-0002-00	Cost of Sale	\$600,000	\$60,000	0.46	FBC, UR
1782 5 th St (2 lots)	24-205-463-0004-00	Cost of Sale	\$400,000	\$40,000	0.31	FBC, UR
318 W Larch Ave (2 lots)	24-205-449-0010-00	Cost of Sale	\$400,000	\$40,000	0.27	FBC, UR
324 W Larch Ave	24-205-449-0009-00	Cost of Sale	\$200,000	\$20,000	0.14	FBC, UR
1686 7 th St (2 lots)	24-205-449-0001-00	Cost of Sale	\$400,000	\$40,000	0.31	FBC, UR
1660 7 th (2 lots)	24-205-440-0004-00	Cost of Sale	\$400,000	\$40,000	0.31	FBC, UR
408 W Dale Ave	24-205-439-0006-10	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
340 W Forest Ave	24-205-428-0007-00	Cost of Sale	\$200,000	\$20,000	0.15	FBC, UR
1639 5 th St	24-205-441-0003-00	Cost of Sale	\$200,000	\$20,000	0.17	FBC, UR
1605 Sanford St (2 lots)	24-205-425-0007-00	Cost of Sale	\$400,000	\$40,000	0.15	FBC, UR
487 W Southern Ave (2 lots)	24-205-430-0004-00	Cost of Sale	\$400,000	\$40,000	0.26	FBC, UR
305 W Grand Ave	24-205-419-0019-00	Cost of Sale	\$200,000	\$20,000	0.17	FBC, UR
1535 6 th St	24-205-419-0013-00	Cost of Sale	\$200,000	\$20,000	0.16	FBC, UR
355 W Grand Ave	24-205-419-0001-00	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
337 W Grand Ave	24-205-419-0001-20	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
1458 6 th St	24-205-405-0014-00	Cost of Sale	\$200,000	\$20,000	0.16	FBC, UR
1464 6 th St	24-205-405-0013-00	Cost of Sale	\$200,000	\$20,000	0.17	FBC, UR
0 Washington Ave	24-205-375-0009-10	Cost of Sale	\$200,000	\$20,000	0.15	FBC, UR
242 Strong Ave	24-205-391-0011-00	Cost of Sale	\$200,000	\$20,000	0.08	FBC, UR
1360 7th St	24-205-376-0007-00	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
1366 7th St	24-205-376-0007-00	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
1262 6 th St	24-205-369-0006-30	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
579 W Muskegon Ave	24-205-345-0001-00	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
0 W Muskegon Ave	24-205-345-0002-10	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
617 W Muskegon Ave	24-205-345-0006-00	Cost of Sale	\$200,000	\$20,000	0.24	FBC, UR
1047 Ambrosia St (7 lots)	24-205-232-0007-00	Cost of Sale	\$1,400,000	\$140,000	0.57	OSR

1075 Ambrosia St (6 lots)	24-205-236-0008-00	Cost of Sale	\$1,200,000	\$120,000	0.35	OSR
1155 Ambrosia St (6 lots)	24-205-250-0008-00	Cost of Sale	\$1,200,000	\$120,000	0.61	OSR
1205 Ambrosia St (6 lots)	24-205-261-0008-00	Cost of Sale	\$1,200,000	\$120,000	0.41	OSR
1386 Ransom St	24-205-266-0001-00	Cost of Sale	\$200,000	\$20,000	0.2	R-3
1530 Hoyt St	24-205-282-0002-10	Cost of Sale	\$200,000	\$20,000	0.1	R-3
292 Mason Ave	24-205-388-0008-10	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
254 W Southern Ave	24-205-420-0012-20	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
1670 Park St	24-205-439-0007-00	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
1772 5 th St	24-205-463-0003-00	Cost of Sale	\$200,000	\$20,000	0.23	FBC, UR
1227 Fleming Ave	24-745-000-0033-00	Cost of Sale	\$200,000	\$20,000	0.11	R-2
1251 8 th St (10 lots)	24-205-340-0001-00	Cost of Sale	\$2,000,000	\$200,000	1.14	FBC-UR
Rudy Briggs Project (32 Homes)						
527 Herrick St (9 lots)	24-205-023-0008-00	Cost of Sale	\$1,800,000	\$180,000	1.41	R-1
530 Herrick St (3 lots)	24-205-022-0003-20	Cost of Sale	\$600,000	\$60,000	0.41	R-1
553 Jackson Ave (3 lots)	24-205-022-0002-00	Cost of Sale	\$600,000	\$60,000	0.55	R-1
579 Jackson Ave	24-205-022-0001-00	Cost of Sale	\$200,000	\$20,000	0.19	R-1
601 Jackson Ave	24-205-021-0001-00	Cost of Sale	\$200,000	\$20,000	0.2	R-1
621 Jackson Ave	24-205-020-0001-00	Cost of Sale	\$200,000	\$20,000	0.34	R-1
677 Jackson Ave	24-205-019-0002-00	Cost of Sale	\$200,000	\$20,000	0.24	R-1
558 Jackson Ave (2 lots)	24-205-014-0020-00	Cost of Sale	\$400,000	\$40,000	0.61	R-1
608 Jackson Ave	24-205-015-0006-10	Cost of Sale	\$200,000	\$20,000	0.24	R-1
704 Leonard Ave (2 lots)	24-405-003-0001-00	Cost of Sale	\$400,000	\$40,000	0.38	R-1
740 Leonard Ave (2 lots)	24-205-003-0007-00	Cost of Sale	\$400,000	\$40,000	0.37	R-1
754 Leonard Ave (3 lots)	24-205-003-0008-00	Cost of Sale	\$600,000	\$60,000	0.37	R-1
766 Leonard Ave (3 lots)	24-405-003-0011-00	Cost of Sale	\$600,000	\$60,000	0.38	R-1
Community Encompass Project (5 Homes)						
1259 Sanford St (LB)	24-205-384-0007-20	Cost of Sale	\$200,000	\$20,000	0.09	FBC, UR
1280 Sanford St (LB)	24-205-394-0001-00	Cost of Sale	\$200,000	\$20,000	0.15	FBC, UR
1141 Jefferson St	24-205-364-0008-10	Cost of Sale	\$200,000	\$20,000	0.1	FBC, UR
1095 1 st	24-205-352-0008-00	Cost of Sale	\$200,000	\$20,000	0.07	FBC, UR
1338 Arthur St (LB)	24-205-254-0001-00	Cost of Sale	\$200,000	\$20,000	0.13	R-3
Land Bank Properties (12 Homes)						
204 W Dale (LB)	24-205-441-0007-00	Blight Elimination	\$200,000	\$0	0.08	FBC, UR

1514 Park St (LB)	24-205-418-0003-00	Blight Elimination	\$200,000	\$0	0.19	FBC, UR
314 W Grand Ave (LB)	24-205-406-0018-00	Blight Elimination	\$200,000	\$0	0.17	FBC, UR
237 Washington Ave (LB)	24-205-405-0019-00	Blight Elimination	\$200,000	\$0	0.17	FBC, UR
329 Washington Ave (LB)	24-205-406-0007-00	Blight Elimination	\$200,000	\$0	0.19	FBC, UR
1456 Park St (LB)	24-205-407-0004-00	Blight Elimination	\$200,000	\$0	0.18	FBC, UR
1468 8 th St (LB) (2 lots)	24-205-408-0007-00	Blight Elimination	\$400,000	\$0	0.19	FBC, UR
462 Washington Ave (LB)	24-205-374-0007-00	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
507 Houston Ave (LB)	24-205-371-0004-10	Blight Elimination	\$200,000	\$0	0.1	FBC, UR
1370 Sanford St (LB)	24-205-401-0001-10	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
1542 7 th St (LB)	24-205-419-0007-00	Blight Elimination	\$200,000	\$0	0.08	FBC, UR
Former Farmers Market Properties (40 Homes)						
731 Yuba St (8 lots)	24-205-183-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	2.71	I-1
205 E Muskegon Ave (8 lots)	24-205-192-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public/Infrastructure)	155,400 (Public Infrastructure)	2.55	I-1
287 E Muskegon Ave (8 lots)	24-205-193-0004-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	1.48	I-1
225 Eastern Ave (8 lots)	24-205-182-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	1.59	I-1
650 Yuba St (8 lots)	24-205-167-0001-00	Blight Elimination	\$1,600,000 (homes) 155,400 (Public Infrastructure)	155,400 (Public Infrastructure)	1.61	B-4
Froebel School Property (40 Homes)						
417 Jackson Ave	24-205-024-0001-00	Demo & Abatement + Cost of Sale	\$9,200,000	\$2,000,000 (\$1,200,000 demo +	7.01	R-1

				\$800,000 Cost of Sale)		
City Rehab Projects (10 Homes)						
1078 2 nd St	24-205-352-0004-10	Blight Elimination	\$50,000	\$0	0.1	FBC-UR
1067 W Grand	24-205-484-0004-00	Blight Elimination	\$50,000	\$0	0.2	R-1
1188 4 th St	24-205-367-0008-00	Blight Elimination	\$50,000	\$0	0.13	FBC-UR
1457 7 th St	24-205-407-0011-10	Cost of Sale	\$50,000	\$20,000	0.12	FBC-UR
580 Catherine Ave	24-205-076-0009-00	Cost of Sale	\$50,000	\$20,000	0.2	R-3
1192 Pine St	24-205-245-0002-00	Cost of Sale	\$50,000	\$20,000	0.1	R-3
1194 Pine St	24-205-245-0002-10	Cost of Sale	\$50,000	\$20,000	0.09	R-3
254 W Southern Ave	24-205-420-0012-20	Cost of Sale	\$50,000	\$20,000	0.07	FBC-UR
435 E Isabella	24-205-078-0004-00	Cost of Sale	\$50,000	\$20,000	0.2	R-3
248 Mason Ave	24-205-387-0007-00	Cost of Sale	\$50,000	\$20,000	0.14	FBC-UR

Eligible Activities, Financing, Cost of Plan (Sec. 13(1) (a) (b) (c) (d) (g))

Eligible activities include cost of sale, demo & abatement, public infrastructure and brownfield plan preparation and development (see chart below).

Eligible Activities Chart

Eligible Activity	Cost
Cost of Sale	\$3,880,000
Demo & Abatement	\$1,200,000
Public Infrastructure	\$777,000
Brownfield Plan Preparation and Development	\$20,000
Sub-total	\$5,877,000
Contingency (15%)	\$881,550
Total Eligible Activities to be paid under this Plan	\$6,758,550

The eligible activities described above will occur on the Property and are further described as follows:

1. Cost of Sale: If the sale of a home results in a loss to the developer, the difference between the cost of construction and the sale price is considered the cost of sale or a seller concession. Some of these concessions could come from title work, acquisition costs and selling costs. For this Plan, it is anticipated that each home may result in the loss of \$20,000 per unit.

2. Demo & Abatement: The cost to demolish the property and return it to a developable state, which may include lead and asbestos abatement.
3. Public Infrastructure: The cost to construct public infrastructure like alleys and water/sewer lines.
4. Brownfield Plan Preparation and Development: Costs incurred to prepare and develop this brownfield plan, as required per Act 381 of 1996, as amended.

It is intended that the above eligible activities will be reimbursed with interest at 5%.

Effective Date of Inclusion in the Brownfield Plan

The amended Infill Housing Project was added to this Plan on _____, 2020 and will be amended accordingly upon adoption of this Plan Amendment.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: West Urban Properties Agreement
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: In June, the City Commission accepted a Letter of Intent from West Urban Properties and authorized the city manager and city attorney to finalize a development agreement. The proposed development agreement is attached and recommended for approval.	
Detailed Summary: We are proposing the framework of a Pilot program that we would use to initially partner with West Urban Properties to construct 100 units on vacant city lots. As part of the program, either the City or West Urban Properties may choose to stop home construction prior to the completion of the 100 homes. The program is expected to be applicable to many different builders/developers and many different housing types and densities. As the City tries to reverse 40+ years of neighborhood disinvestment, it is important that we acknowledge the areas that make us less-attractive for development than urban areas. Some of those items are more in our control than others. This program focuses strictly on developer return on investment – with the goal of the city acting as a partner to help ensure that a major investment in rental housing neither fails to cashflow nor causes unreasonable increases in local rents. Many times, affordability and profitability contradict one another – this Pilot Program is designed to help attain both.	
Amount Requested: \$	Amount Budgeted: \$
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To authorize the City Manager to sign the Development Agreement.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

FINAL FROM FRANK

PILOT DEVELOPMENT AGREEMENT

THIS PILOT DEVELOPMENT AGREEMENT (the “**Agreement**”) is made on the ____ day of _____, 2020, by and between the CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the “**City**”) and West Urban Properties, LLC, a Michigan limited liability company, whose address is 3265 Walker Avenue, Suite D, Grand Rapids, Michigan, 49544 (the “**Developer**”).

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, (“**Act 381**”), the Muskegon Brownfield Authority adopted a brownfield plan on _____ (the “**Brownfield Plan**”) to add numerous vacant properties, as specified on attached Exhibit A (the “**Property**”).

B. The Property is included in the City’s Scattered Site Brownfield Project, as amended by the Muskegon Brownfield Redevelopment Authority on _____.

C. The Developer intends to redevelop the Property into a 100-unit scattered site residential rental neighborhood where no less than 40% of the units are allocated to tenants with income levels between 70% and 120% of the Area Median Income, as defined by the Michigan State Housing Development Authority (the “**Project**”).

NOW, THEREFORE, the parties agree as follows:

1. Project Completion.

a. Developer agrees to purchase the Property described in attached Exhibit A.

i. The Developer will be responsible for all survey work associated with lot line adjustments, except that City shall be responsible for all costs, including costs associated with any necessary survey to create tax parcels.

ii. City will waive or pay for all water and sewer connection fees. Developer shall be responsible for all other fees, specifically including mechanical, plumbing electrical and any other construction and building permit fees.

i. b. Operating Incentive. In exchange for the Developer's commitment to allocate 40% of the units to be rented by individuals with income levels between 70% and 120% of Area Median Income, as defined by the Michigan State Housing Development Authority, the City agrees to provide an operating incentive to ensure such affordability as provided in Paragraph 3.

2. Rental Rates.

The Developer shall be responsible for verifying tenant income to ensure his/her qualifications for any income-restricted units. An income-qualified tenant's rent shall be set to follow the the RENT LIMITS established annually by the Michigan State Housing Development Authority (MSHDA) for a Muskegon County family earning between 70% and 120% AMI and renting 1-3-bedroom home. The Developer is not obligated to rent any units below the 70% RENT LIMIT, regardless of the tenant's verified income level. Exhibit C of This Agreement demonstrates that initial rent limits as established by MSHDA in April 2020.

3. Shared Rental Benefit.

a. As an incentive to assist moderate income renters, the Developer may from time to time rent units at a rental rate below \$1,300 per month. In the event the developer rents a unit to an income-qualified resident for less than \$1,300 per month, the city will reimburse the Developer as follows:

(1) if the rental rate is between \$1,050 and \$1,300, City will reimburse the Developer the difference between the rental rate and \$1,300; and

(2) If the rental rate is below \$1,050, the City will pay \$250 to Developer plus 50% of the difference between the rental rate and \$1,050.

As an incentive to attract market rate renters, the Developer may from time to time rent units at a rental rate above \$1,300 per month. In the event the developer rents a unit to a tenant for more than \$1,550 per month, the Developer will remit to the city 50% of the difference between the actual rental rate and \$1,550 per month.

b. City shall establish the “West Urban Properties Rental Subsidy Fund”. The City shall deposit \$250,000 from the City of Muskegon Economic Development Revolving Loan Fund, which was created in part by a gift from Sappi Paper Company when the company ceased operations for economic development. All monies owed to the Developer by City pursuant to Paragraph 3(a) shall be paid from the West Urban Properties Rental Subsidy Fund and all monies owed by the Developer to the City pursuant to Paragraph 3(a) shall be credited to the West Urban Properties Rental Subsidy Fund. On a quarterly basis, Developer shall provide documentation, to City’s satisfaction, as to the amount City owes Developer and/or Developer owes City pursuant to Paragraph 3(a). Upon termination of this Pilot Development Agreement, all monies left in the

West Urban Properties Rental Subsidy Fund shall revert to the City of Muskegon Economic Development Revolving Loan Fund for economic development and any amounts owed to the Developer shall be waived. City shall have no obligation to reimburse Developer for any reason from any other City fund.

4. Vacancy Assistance.

During the first 30 days after completion of a home with a certificate of occupancy, the Developer shall be responsible for any vacancy losses. After the 30-day holding period and during the first 12 months of the completion of a home with a certificate of occupancy, the City will reimburse the Developer \$1,300 per month while the unit is owned by Developer and vacant. Any monies owed by City shall be taken from the Fund established in Paragraph 3(b) and from no other source of City monies. Any unit that remains vacant for more than three months must be listed on the MLS at a price not more than 110% of cost to construct, which will be accepted by Developer. Failure to list the property for sale at not more than 110% of the cost to construct shall render the City's obligation to provide vacancy assistance invalid. If the provisions of this Paragraph are exercised by Developer, then City shall have the right to terminate this Agreement as to any building not under construction at the time the City provided notice of its intent to terminate this Agreement pursuant to this Paragraph. Both parties agree that a building will be considered under construction only after the foundation and/or building slab is in place.

5. Renter Opportunity to Purchase.

With a 60-day written notice from any Tenant to the Landlord. Tenant shall have the option to purchase their occupied Leased Premises at the current appraised value plus any

subsidy paid from the West Urban Properties Rental Subsidy Fund for that unit, unless that value is less than the original cost to build the residential dwelling.

6. Property Taxes.

In the event that the State Equalized Values (SEV) assigned to properties by the City Assessor at the completion of a phase results in an initial an annual property tax bill in excess of \$2,325 per unit, parties agree to amend that Section 3(a) of this Pilot Agreement to offset the increased property tax burden. Annually, beginning January 1, 2022, the \$2,325 maximum per unit average shall increase or decrease with the Consumers Price Index regularly used by the Muskegon City Assessor.

7. Term of Agreement.

The Developer's and City's obligations under this Agreement for any individual parcel shall terminate 20 years from the issuance of the original certificate of occupancy or upon a sale of the parcel that results in an uncapping of the Property's Taxable Value, but never after January 1, 2045 (the "**Term**").

This 100-unit Pilot shall be completed in 4 phases of 25 home increments. The Developer and City agree to meet upon the completion of each phase to discuss the performance of the prior phase before proceeding onto the next phase. At that time, if either party is dissatisfied with the performance of the phase, the upcoming phase may be postponed for up to 12 months by providing written notice.

If Developer is not constructing units on the Property for a 12-month period, as evidenced by the failure to pull permits and complete construction in a timely manner, the Pilot

Development Agreement shall terminate, after Notice as required by Paragraph 8, as to Parcels where Developer is not pursuing construction.

Should any court of competent jurisdiction find any portion of the Pilot Development Agreement void and/or prohibits City from funding any obligation provided in this Pilot Development Agreement, either City or Developer may terminate this Pilot Development Agreement with no consequences from the other party.

8. Notices.

All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:	THE CITY OF MUSKEGON
	Attn: City Manager
	933 Terrace St.
	Muskegon, MI 49440
With copy to:	Parmenter Law
	P.O. Box 786
	Muskegon, MI 49443-0786

To Purchaser: WEST URBAN PROPERTIES,LLC
Attn: Dave Dusendang
3265 Walker Avenue, Suite D,
Grand Rapids, Michigan, 49544

9. Assignment.

Developer and City shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided, however, that no assignment shall operate as a release of that party without the written consent of the other, which consent may be withheld in such other party's sole discretion.

10. Arbitration.

Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of

his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

11. Entire Agreement.

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

12. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

14. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

15. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON

By: _____

Its: _____

WEST URBAN PROPERTIES, LLC

By: _____

Its: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT
DESCRIPTION OF ALL PARCELS SUBJECT TO THIS AGREEMENT

EXHIBIT B
TO DEVELOPMENT AGREEMENT

PARCEL PURCHASE AGREEMENT

This PARCEL PURCHASE AGREEMENT (this "Agreement") is made on the ____ day of _____, 2020, by and between WEST URBAN PROPERTIES, LLC, a Michigan limited liability company of 3265 Walker Avenue, Suite D, Grand Rapids, Michigan, 49544 ("Purchaser") and THE CITY OF MUSKEGON, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Seller") as follows:

BACKGROUND

Purchaser and Seller entered into a Development Agreement which contemplates that Purchaser will purchase up to 100 separate parcels of land. The parcels are both located in the City of Muskegon, Muskegon County, Michigan, and are depicted on the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Phase Parcels. Seller agrees to sell and Purchaser agrees to Purchase the parcels, as depicted on the attached Exhibit A. The precise description of each project and any individual building sites within each property will be agreed to by the parties prior to closing, as contemplated by the Development Agreement.

2. Purchase Price. The Purchase Price shall be one dollar (\$1.00) for each parcel.

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire ninety (90) days following the date this Parcel Purchase Agreement has been executed by both parties (the "Effective date"). During the Investigation Period, Purchaser shall have the right to have the Parcel inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetland and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; entitlement; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Parcel for purposes of having such investigations performed and the right to discuss the Parcel and the conditions related thereto with governmental authorities. During the Investigation Period, and any extensions thereof,

Purchaser has sole discretion to terminate this Agreement. All investigations, testing, and inspections by Purchaser shall be at Purchaser's sole cost and expense. Any permits or permitting requested or required by Purchaser shall be at Purchaser's sole cost and expense, and at Purchaser's sole risk. Purchaser may extend the Investigation Period for up to an additional ninety (90) days if Purchaser in good faith decides to do so based on information learned during the Investigation Period. The Parcels shall be returned to the condition of the Parcels as of the date of the Pilot Development Agreement.

4. Payment of Property Taxes. Purchaser shall have no obligation to pay any amount for Property taxes that may have been assessed through the date of closing.

5. Closing Deadline; Schedule. The parties agree to schedule closings at the earliest possible time following the latter end of the Investigation Period, or any extension thereof.

6. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Quit Claim Deed conveying to Purchaser Seller's interest to the Parcel, executed and acknowledged by Seller in recordable form. The Quit Claim Deed shall include a covenant as to the use of the Parcels and the income and rental limitations provided in the Pilot Development Agreement;

B. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller: a) approved building plans and permits for the Parcel; b) the Purchase Price; and c) such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Special Assessments. Seller and Buyer acknowledge that the Parcels are subject to Special Assessments as listed on Exhibit B.

9. Title. It is Purchaser's obligation, at its expense, to order a commitment for an owner's policy of title insurance for each Parcel from Transnation Title, 570 Seminole Road, Muskegon, Michigan (the "Title Policy") within ten (10) days of the date of this Agreement. If Purchaser has any objections to matters disclosed in the title commitment, Purchaser has the right to terminate this Agreement without further obligation.

10. Representations and Warranties of Seller. Seller, which is limited to the personal knowledge of Frank Peterson, the City Manager, hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Parcel in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Parcel and has not entered into any contract to sell the Parcel as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Except as disclosed in the writing to Purchaser by Seller, Seller has not received any notice of, and has no knowledge within the past ten (10) years, of existing violations on the Parcel or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At the Closing, there will be no parties in possession of the Parcels or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Parcel.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Parcel, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. There are no delinquent assessments. Current assessments with obligations to make future assessment payments are disclosed on Exhibit B.

F. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Parcel, and Seller does not know or have reason to know of any grounds as to the sale of the Parcels for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Parcel, either before or after Closing. No such warranty is made as to the proposed Rental Subsidy.

G. Seller has not received any notice of assessment or proposed assessment in connection with the Parcel, except as disclosed in Exhibit B.

H. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

I. Except as set forth in documents provided by Seller to Purchaser, the Parcels and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

J. With the exception of the documents available in the public domain and the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports related to the Parcel of which Seller is aware within the last ten (10) years, or that are in Seller's possession or control.

11. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

12. Indemnification. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Parcel; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

13. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Parcel, Seller may, as its sole and exclusive remedy, terminate this Agreement by giving an appropriate Notice of Default as provided below. If Purchaser agrees to close on some but not all of the Parcels, the obligations in the Pilot Development Agreement shall be reduced on a prorate basis.

B. Seller's Default; Purchaser's Remedies. If the Seller fails to close on the purchase of the Parcel, Purchaser may, as its sole and exclusive remedy, terminate this Agreement by giving an appropriate Notice of Default as provided below.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 15 days to cure the alleged default.

14. This Paragraph is intentionally left blank.15. Sale and Assignment of Agreement. Purchaser and City shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created entity, provided however, that no assignment shall operate as a release of that party without the written consent of the other, which consent may be withheld in such other party's sole discretion.

16. This Paragraph is intentionally left blank.

17. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the State of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Parcel and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller: THE CITY OF MUSKEGON
Attn: City Manager
933 Terrace St.
Muskegon, MI 49440

With copy to: Parmenter Law
P.O. Box 786
Muskegon, MI 49443-0786

To Purchaser: WEST URBAN PROPERTIES, LLC
Attn: Dave Dusendang
3265 Walker Avenue, Suite D,
Grand Rapids, Michigan, 49544

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

THE CITY OF MUSKEGON

By: _____

Its:

PURCHASER:

WEST URBAN PROPERTIES

By: _____

Dave Dusendang

Its:

EXHIBIT A
TO PURCHASE AGREEMENT
DESCRIPTION OF ALL PARCELS SUBJECT TO THIS AGREEMENT

EXHIBIT B

EXISTING SPECIAL ASSESSMENTS

EXHIBIT C

MSHDA 4/1/2020 INCOME AND RENT LIMITS

04/01/2020 INCOME AND RENT LIMITS

County: 61 Muskegon

Effective Date:

4/1/2020

Income	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
20%	8,960	10,240	11,520	12,780	13,820	14,840	15,860	16,880
25%	11,200	12,800	14,400	15,975	17,275	18,550	19,825	21,100
30%	13,440	15,360	17,280	19,170	20,730	22,260	23,790	25,320
35%	15,680	17,920	20,160	22,365	24,185	25,970	27,755	29,540
40%	17,920	20,480	23,040	25,560	27,640	29,680	31,720	33,760
45%	20,160	23,040	25,920	28,755	31,095	33,390	35,685	37,980
50%	22,400	25,600	28,800	31,950	34,550	37,100	39,650	42,200
55%	24,640	28,160	31,680	35,145	38,005	40,810	43,615	46,420
60%	26,880	30,720	34,560	38,340	41,460	44,520	47,580	50,640
70%	31,360	35,840	40,320	44,730	48,370	51,940	55,510	59,080
80%	35,840	40,960	46,080	51,120	55,280	59,360	63,440	67,520
100%	44,800	51,200	57,600	63,900	69,100	74,200	79,300	84,400
120%	53,760	61,440	69,120	76,680	82,920	89,040	95,160	101,280
125%	56,000	64,000	72,000	79,875	86,375	92,750	99,125	105,500
140%	62,720	71,680	80,640	89,460	96,740	103,880	111,020	118,160
150%	67,200	76,800	86,400	95,850	103,650	111,300	118,950	126,600

Rent By Person	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
20%	224	256	288	319	345	371	396	422
25%	280	320	360	399	431	463	495	527
30%	336	384	432	479	518	556	594	633
35%	392	448	504	559	604	649	693	738
40%	448	512	576	639	691	742	793	844
45%	504	576	648	718	777	834	892	949
50%	560	640	720	798	863	927	991	1,055
55%	616	704	792	878	950	1,020	1,090	1,160
60%	672	768	864	958	1,036	1,113	1,189	1,266
80%	896	1,024	1,152	1,278	1,382	1,484	1,586	1,688
100%	1,120	1,280	1,440	1,597	1,727	1,855	1,982	2,110
120%	1,344	1,536	1,728	1,917	2,073	2,226	2,379	2,532
125%	1,400	1,600	1,800	1,996	2,159	2,318	2,478	2,637
140%	1,568	1,792	2,016	2,236	2,418	2,597	2,775	2,954
150%	1,680	1,920	2,160	2,396	2,591	2,782	2,973	3,165

Rent By Bedroom	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
20%	224	240	288	332	371	409
25%	280	300	360	415	463	511
30%	336	360	432	498	556	613
35%	392	420	504	581	649	716
40%	448	480	576	665	742	818
45%	504	540	648	748	834	920
50%	560	600	720	831	927	1,023
55%	616	660	792	914	1,020	1,125
60%	672	720	864	997	1,113	1,227
70%	784	840	1,008	1,163	1,298	1,432
80%	896	960	1,152	1,330	1,484	1,637
100%	1,120	1,200	1,440	1,662	1,855	2,046
120%	1,344	1,440	1,728	1,995	2,226	2,455
125%	1,400	1,500	1,800	2,078	2,318	2,557
140%	1,568	1,680	2,016	2,327	2,597	2,864
150%	1,680	1,800	2,160	2,493	2,782	3,069

Eligible Property Information Chart

Address
1246 5 th St
1252 5 th St
1245 5 th St
1261 5 th St
1342 6 th St
1349 6 th St (2 lots)
1352 6 th St (2 lots)
1411 6 th St
1387 7 th St (2 lots)
395 Houston Ave (2 lots)
275 Mason Ave (2 lots)
346 Mason Ave (2 lots)
352 Mason Ave
219 Merrill Ave
271 Merrill Ave (2 lots)
388 Merrill Ave (2 lots)
235 Monroe Ave
239 Monroe Ave
240 Monroe Ave
250 Monroe Ave
254 Monroe Ave
398 Monroe Ave
1392 Park St
382 W Muskegon Ave
487 W Muskegon Ave
420 Washington Ave (2 lots)
459 Washington Ave (3 lots)
1782 5 th St (2 lots)
318 W Larch Ave (2 lots)
324 W Larch Ave
1686 7 th St (2 lots)
1660 7 th (2 lots)
408 W Dale Ave
340 W Forest Ave

1639 5 th St
1605 Sanford St (2 lots)
487 W Southern Ave (2 lots)
305 W Grand Ave
1535 6 th St
1542 7 th St
355 W Grand Ave
337 W Grand Ave
1458 6 th St
1464 6 th St
0 Washington Ave
242 Strong Ave
1360 7th St
1366 7th St
1262 6 th St
579 W Muskegon Ave
0 W Muskegon Ave
617 W Muskegon Ave
1047 Ambrosia St (7 lots)
1075 Ambrosia St(6 lots)
1155 Ambrosia St(6 lots)
1205 Ambrosia St(6 lots)
1386 Ransom St
1530 Hoyt St
292 Mason Ave
254 W Southern Ave
1670 Park St
1772 5 th St
1227 Fleming Ave
553 Jackson Ave (3 lots)
579 Jackson Ave
601 Jackson Ave
621 Jackson Ave
558 Jackson Ave (2 lots)
608 Jackson Ave
445 Marquette Ave

527 Herrick St
530 Herrick St
270 Meeking St
329 Leonard Ave
366 Bennett St.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 28, 2020	Title: Amendment to the Temporary Uses Ordinance
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to amend section 2324 of the zoning ordinance to allow mobile food vending as a temporary use.	
Detailed Summary: The Planning Commission unanimously voted in favor of the ordinance amendment.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion:	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action	

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend Section 2324 of the Zoning Ordinance to allow mobile food vending as a temporary use permitted.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE (additions in bold)

SECTION 2324: TEMPORARY BUILDINGS, STRUCTURES AND USES

I. Mobile Food Vending: Mobile food vending options permitted by City Ordinance Sec. 50-301 thru 50-304 may be temporarily located in B-2, B-4, LR, WM, I-1, I-2 districts and all Form Based Code context areas except Urban Residential and Lakeside Residential; under the following conditions:

- (1) Food trucks and trailers must be placed at least ten feet away from any principal structure and at least five feet from any lot line. They may be placed on grass, pavement or in the parking lot, but may not impede proper vehicular flow on the site.
- (2) Trash receptacles must be located on site.
- (3) Permits for mobile food vending between 1 and 89 days will be reviewed administratively.
- (4) Permits for mobile food vending between 90 days and one year will require the notification of all properties within 300 feet. If no concerns are received within 15 days, the permit application will be reviewed administratively. If there are concerns, a public hearing at the Planning Commission will be required. Administrative and Planning Commission reviews must use the following review standards:
 - i. Will the use contribute to the vitality and experience of the business district?
 - ii. Will the use support or detract from existing brick and mortar establishments?
 - iii. Is there an appropriate separation distance between temporary and permanent uses so as to not impair the long-term viability of nearby businesses?
 - iv. Will the use add variety to the types of food or beverage offerings in the district or compete with area businesses in close proximity?
 - v. Will the proposed mobile food vendor contribute to the general aesthetic of the business district and include high quality materials and finishes?

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Meisch, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 28th day of July 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2020.

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on July 28, 2020, the City Commission of the City of Muskegon adopted an ordinance to amend Section 2321 of the Zoning Ordinance to the Form Based Code Section of the Zoning Ordinance to allow mobile food vending as a temporary use permitted.

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

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

Published _____, 2020.

CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Planning Commission Excerpt:

Hearing, Case 2020-12: Staff initiated request to amend section 2324 of the zoning ordinance to allow mobile food vending as a temporary use.

SUMMARY

1. Please see Section 2324 of the zoning ordinance (enclosed). This section allows for temporary buildings, structures and uses.
2. Mobile food vending is allowed by Sec. 50-301 thru 50-304 of the City Ordinances (enclosed). However, it was initially developed to allow food vendors in the City right-of-way. Since its inception, it has mainly been utilized by vendors on private property. The City Commission has asked the Planning Commission to develop an ordinance that dictates where they may locate, their placement on site and how long they may be permitted.

Proposed Addition to Section 2324.

- I. Mobile Food Vending: Mobile food vending options permitted by City Ordinance Sec. 50-301 thru 50-304 may be temporarily located in B-2, B-4, LR, WM, I-1, I-2 districts and all Form Based Code context areas except Urban Residential and Lakeside Residential; under the following conditions:
 - (1) Food trucks and trailers must be placed at least ten feet away from any principal structure and at least five feet from any lot line. They may be placed on grass, pavement or in the parking lot, but may not impede proper vehicular flow on the site.
 - (2) Trash receptacles must be located on site.
 - (3) Permits for mobile food vending between 1 and 89 days will be reviewed administratively.
 - (4) Permits for mobile food vending between 90 days and one year will require the notification of all properties within 300 feet. If no concerns are received within 15 days, the permit application will be reviewed administratively. If there are concerns, a public hearing at the Planning Commission will be required. Administrative and Planning Commission reviews must use the following review standards:
 - i. Will the use contribute to the vitality and experience of the business district?
 - ii. Will the use support or detract from existing brick and mortar establishments?
 - iii. Is there an appropriate separation distance between temporary and permanent uses so as to not impair the long-term viability of nearby businesses?

- iv. Will the use add variety to the types of food or beverage offerings in the district or compete with area businesses in close proximity?
- v. Will the proposed mobile food vendor contribute to the general aesthetic of the business district and include high quality materials and finishes?

SECTION 2324: TEMPORARY BUILDINGS, STRUCTURES AND USES [amended 11/10]

Temporary uses, buildings and structures, not used for dwelling purposes, may be placed on a lot or parcel and occupied only under the following conditions as authorized by the Zoning Administrator.

1. Only the following temporary uses, buildings or structure are permitted:
 - a. Fire Damage: A temporary building or structure may be constructed during renovation of a permanent building damaged by fire. The temporary building or structure shall be removed within fifteen (15) days after the repair of fire damage is complete. Permits issued under this section shall be for a one hundred and eighty (180) day duration.
 - b. New Construction: Temporary buildings and structures incidental to construction work, except those related to construction of single-family dwellings, may be placed on the developing tract or parcel during construction. No cooking accommodations shall be maintained. Said temporary buildings shall be removed within fifteen (15) days after construction is complete. The structure shall not be allowed more than twelve (12) months, unless expressly authorized after petition to the Zoning Administrator.
 - c. Erosion Control: Temporary fencing used for erosion control, silt screening and other conventional types of temporary erosion structures may only be used for the purpose of temporarily controlling the unwanted movement of top soil or sand on a parcel of land. These temporary structures must be removed within 15 days after conditions causing the soil erosion, or unwanted movement, are eliminated or have subsided. Bonafide public works projects may use temporary fencing and other control methods as required to accomplish the task at hand. [amended 11/10]
 - d. Temporary Classrooms: Up to four temporary classrooms may be permitted for private schools with expansion needs. Said classrooms shall meet local codes and ordinances. Said buildings shall be removed within fifteen (15) days after construction of any permanent structure intended for expansion purposes is complete. The temporary classrooms shall not be allowed more than eighteen (18) months, unless expressly authorized after petition to the Zoning Administrator.
 - c. Temporary Real Estate Offices: Temporary Real Estate Offices are permitted within approved development projects. No cooking accommodations shall be maintained. -The office shall be removed upon completion of the development of the subdivision. The office shall not be

- c. If the applicant removes the temporary structure as dictated by the permit the performance guarantee shall be returned when all the terms and conditions of the temporary zoning permit have been met and the temporary use or structure has been removed.
- 3. Temporary Zoning Permit: A temporary zoning permit may be required by the Zoning Administrator for any proposed temporary use, building or structure, except those already covered by the City's Special Events procedure, Fire Code, or Transient Merchants procedure. Any temporary zoning permit may be approved, modified, conditioned or denied by the Zoning Administrator. The Zoning Administrator may refer an application for a temporary zoning permit to the Planning Commission.
 - a. A written temporary zoning permit may be issued for any temporary use, except those already covered by the City's Special Events procedure, Fire Code, or Transient Merchants procedure, and shall contain the following information:
 - i The applicant's name
 - ii The location and effective dates of the temporary use
 - iii Conditions under which the permit was issued, included but not limited to:
 - (1) use and placement of signs
 - (2) provision for security and safety measures
 - (3) control of nuisance factors.
 - iv Submission of performance guarantee, if applicable
 - v Signature of the Zoning Administrator and owner and/or operator on the permit.
 - b. The zoning administrator may impose conditions with the issuance of a permit which are designed to ensure compliance with the requirements of this Ordinance. The Zoning Administrator may revoke a permit at any time for nonconformance with the requirements of this section and a permit issued thereunder.
 - c. Request for permit renewal shall be filed at least fifteen (15) days prior to the expiration date of the current permit. Applications for renewal or extension of a permit having a duration of fifteen (15) days or less shall be

5. Appeal: An appeal of a decision by the Zoning Administrator relative to denial of a temporary use, building or structure or of a temporary zoning permit or renewal thereof may be taken to the Zoning Board of Appeals pursuant to Section XXV of this Ordinance.
6. Habitation of Accessory Structures and Travel Trailers: No recreational vehicle or travel trailer, fixed or portable garage, barn, ~~or~~ accessory buildings, or cellar shall be used or occupied as a dwelling.

(b) All such required reports shall be submitted electronically using the services of an electronic reporting service company selected by the city. All such filings shall comply with all requirements regarding the specific information to be supplied and time frame for doing so, as outlined within the applicable state statute. Each transaction report shall include a digital photograph of the article attached to the electronic transfer. (Ord. No. 2311, § 50-202, 5-14-2013)

Sec. 50-203. Penalty.

If a pawn broker, secondhand or junk dealer, or a precious metal/gem dealer does not comply with this article and/or any applicable state law, their license may be revoked for a period of up to one year. In addition, violation of this article shall result in the imposition of a civil fine, pursuant to section 46-204. (Ord. No. 2311, § 50-203, 5-14-2013)

Secs. 50-204—50-300. Reserved.

→ ARTICLE VIII. MOBILE FOOD VENDING ORDINANCE

Sec. 50-301. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile food stand means a stand which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the stand.

Mobile food trailer means a vehicle which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the trailer.

Mobile food vehicle means a motorized vehicle which may upon issuance of a license by the city

clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the vehicle.

Mobile food vehicle vendor means the registered owner of a mobile food vehicle or the owner's agent or employee; and referred to in this article as "vendor". (Ord. No. 2321, § 50-301, 4-22-2014)

Sec. 50-302. Scope.

The provisions of this article apply to mobile food vehicles/trailers/stands engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon or in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 30 minutes at a time, such as ice cream trucks. (Ord. No. 2321, § 50-302, 4-22-2014; Ord. No. 2336, 3-24-2015)

Sec. 50-303. License required.

(a) It shall be unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the city a mobile food vehicle/trailer/stand without having obtained from the city clerk a license for that purpose.

(b) A person desiring to operate a mobile food vehicle/trailer/stand shall make written application for such license to the city clerk. The application for a license shall be on forms provided by the city clerk.

(c) Proof of insurance in the amount of \$1,000,000.00 naming the city as additional insured must be provided.

(d) All vendors receiving a license under this article shall pay the monthly fee as set by the fee resolution.

(e) A license is valid for one vehicle/trailer/stand only and shall not be transferred between vehicles. (Ord. No. 2321, § 50-303, 4-22-2014)

Sec. 50-304. Regulations.

(a) No operator of a mobile food vehicle/trailer/stand shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. The city commission shall by resolution identify those streets and public areas where parking by mobile food vehicles/trailers/stands is permitted.

(b) The customer service area for mobile food vehicles/trailers/stands shall be on the side of the truck that faces a curb, lawn or sidewalk when parked on a street or right-of-way. No food service shall be provided on the driving lane side of the vehicle/trailer/stand when parked on a street or right-of-way. No food shall be prepared, sold, or displayed outside of mobile food vehicles/trailers/stands when located on a city street or right-of-way.

(c) No mobile food stand may be larger than ten feet by ten feet nor more than 75 square feet in size. A five foot clearance must be maintained on all sides of the stand within the maximum space allotted.

(d) Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles/trailers/stands shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

(e) No mobile food vehicle/trailer/stand shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles/trailers/stands shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.

(f) Signage is only allowed when placed on mobile food vehicles/trailers/stands. No separate freestanding signs are permitted on city streets, right-of-ways, or city-owned property.

(g) No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles/trailers/stands or related signage when the vehicle/trailer/stand is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.

(h) Mobile food vehicles/trailers/stands when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.

(i) A mobile food vehicle/trailer/stand shall not be parked on the street between the hours of 3:00 a.m. and 6:00 a.m. or left unattended and unsecured at any time. Any mobile food vehicle/trailer/stand found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.

(j) A vendor shall not operate within 1,000 feet of any city approved special event or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods or services at any city-owned park/facility or farmer's market without a permit from the city.

(k) The issuance of a mobile food vehicle/trailer/stand license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.

(l) A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle/trailer/stand until a license has been obtained to allow for such use.

(m) No mobile food vehicle/trailer/stand shall use external signage, bollards, seating or other equipment not contained within the vehicle when parked on city streets or right-of-ways. When extended, awnings for mobile food vehicles/trailer/stand shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.

(n) Any power required for the mobile food vehicle/trailer/stand located on a public way shall be self-contained and a mobile food vehicle/trailer/stand shall not use utilities drawn from the public right-of-way. Mobile food vehicles/trailers/stands on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any city street, alley sidewalk, or right-of-way.

(o) Mobile food vehicles/trailers/stands shall not be parked within 50 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business, or closer than 50 feet from another approved mobile food vehicle/trailer/stand unless the vendor has obtained permission from the restaurant. (Ord. No. 2321, § 50-304, 4-22-2014; Ord. No. 2336, 3-24-2016)

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 7/28/2020	Title: Mobile Food Vending Ordinance Updates
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Interest in operating food trucks in the City has increased since the initial passage of the Mobile Food Vending Ordinance in 2014. Based on community and Commission feedback, staff has identified some language updates to more effectively regulate mobile food vendors and areas they operate.	
Detailed Summary: The City Commission held work sessions to update the mobile food vending ordinance on February 10 and March 9. Based on the feedback received from the community and Commission, the following changes are before you for recommended approval: Regulatory Ordinance Changes to Chapter 50 include requiring proof of permission to be on private property, compliance with fire safety, code, and all other legal requirements (including health department inspections and licenses), and display of city license. The updates also include a change to allow temporary approval by the City Clerk to allow overnight parking on public property or streets and a clarification that a mobile food vendor cannot operate on public or private property within 1,000 of an event or the Farmers Market during market hours. As requested, a map showing this distance is attached. The required distance from brick and mortars is increased to 100 ft as measured from the service window to the lot line. A formal complaint, revocation, and appeals process was also added. A red lined copy of all these changes is attached. Public Areas and Streets Allowing mobile food vending on private property in B-2, B-4, LR, WM, I-1, I-2, MC and all Form Based Code context areas except Urban Residential and Lakeside Residential was added and addressed through the amendment to the temporary uses in the Zoning Ordinance. A resolution allowing mobile food vendors on public property and streets in the same areas is attached along with rescinding the previously identified areas.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Motion to amend and adopt Chapter 50, Article VIII Sections 50-303 through 50-305 and approve the resolution for mobile food vending in public areas.	

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

**City of Muskegon
Muskegon, Michigan
Ordinance No. ____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

Mobile Food Vending Ordinance.

Chapter 50, Article VIII, Mobile Food Vending Ordinance, Sections 50-303 through 50-305, of the Code of Ordinances of the City of Muskegon is amended and adopted as follows:

Sec. 50-301. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile food stand means a stand which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the stand.

Mobile food trailer means a vehicle which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the trailer.

Mobile food vehicle means a motorized vehicle which may upon issuance of a license by the city clerk and conformance with the regulations established by this article may temporarily park and engage in the service, sale, or distribution of ready to eat food for individual portion service to the general public directly from the vehicle.

Mobile food vehicle vendor means the registered owner of a mobile food vehicle or the owner's agent or employee; and referred to in this article as "vendor".

Sec. 50-302. Scope.

The provisions of this article apply to mobile food vehicles/trailers/stands engaged in the business of cooking, preparing and distributing food or beverage with or without charge upon or in public and private restricted spaces. This article does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 30 minutes at a time, such as ice cream trucks.

Sec. 50-303. License required.

- (a) It shall be unlawful for any person, including any religious, charitable or nonprofit organization, to operate within the city a mobile food vehicle/trailer/stand without having obtained from the city clerk a license for that purpose.
- (b) A person desiring to operate a mobile food vehicle/trailer/stand shall make written application for such license to the city clerk. The application for a license shall be on forms provided by the city clerk.
- (c) Proof of insurance in the amount of \$1,000,000.00 naming the city as additional insured must be provided.
- ~~(e)~~(d) Proof of permission from the property or business owner shall be provided for any mobile food vehicle/trailer/stand operating on private property.
- (e) All vendors receiving a license under this article shall pay the ~~monthly~~ annual fee as set by the fee resolution.
- ~~(d)~~(f) All vendors shall receive written consent of fire safety compliance from the Muskegon Fire Department and code compliance from the Building Safety Department.
- (g) A license is valid for one vehicle/trailer/ stand only, shall be prominently displayed, and shall not be transferred between-vehicles.
- ~~(e)~~(h) A license obtained under this Chapter shall not relieve any vendor of the responsibility for obtaining any other permit or license or authorization required by any other ordinance, statute or administrative rule.

Sec. 50-304. Regulations.

- (a) No operator of a mobile food vehicle/trailer/ stand shall park, stand or move a vehicle and conduct business within areas of the city where the license holder has not been authorized to operate. Areas for mobile food vehicles/trailers/stands to operate on private property shall be set by the Zoning Ordinance. The city commission shall by resolution identify those streets and public areas where parking by mobile food vehicles/trailers/stands is permitted.
- (b) The customer service area for mobile food vehicles/trailers/stands shall be on the side of the truck that faces a curb, lawn or sidewalk when parked on a street or right-of-way. No food service shall be provided on the driving lane side of the vehicle/trailer/stand when parked on a street or right-of-way. No food shall be prepared, sold, or displayed outside of mobile food vehicles/trailers/ stands when located on a city street or right-of-way.
- (c) No mobile food stand may be larger than ten feet by ten feet nor more than 75 square feet in size. A five foot clearance must be maintained on all sides of the stand within the maximum space allotted.
- (d) Customers shall be provided with single service articles such as plastic utensils and paper plates and a waste container for their disposal. All mobile food vehicle vendors shall offer a waste container for public use which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles/trailers/stands shall be collected and disposed of off-site by the operators each day. Spills of food or food by-products shall be cleaned up, and no dumping of gray water on the streets is allowed.

- (e) No mobile food vehicle/trailer/stand shall make or cause to be made any unreasonable or excessive noise. The operation of all mobile food vehicles/trailers/stands shall meet the city noise ordinance, including generators. No loud music, other high-decibel sounds, horns, or amplified announcements are allowed.
- (f) Signage is only allowed when placed on mobile food vehicles/trailers/stands. No separate freestanding signs are permitted on city streets, right-of-ways, or city-owned property.
- (g) No flashing or blinking lights, or strobe lights are allowed on mobile food vehicles/trailers/stands or related signage when the vehicle/trailer/stand is parked and engaged in serving customers. All exterior lights with over 60 watts shall contain opaque, hood shields to direct the illumination downward.
- (h) Mobile food vehicles/trailers/stands when parked on public streets shall be parked in conformance with all applicable parking restrictions, and shall not hinder the lawful parking or operation of other vehicles.
- (i) Unless granted temporary approval by the city clerk, A a mobile food vehicle/trailer/stand shall not be parked on the street or public property between the hours of 3:00 a.m. and 6:00 a.m. or left unattended and unsecured at any time. Any mobile food vehicle/trailer/stand found to be unattended shall be considered a public safety hazard and may be ticketed and impounded.
- (j) A vendor shall not operate on public or private property within 1,000 feet of any city approved special event, farmer's market during market hours, -or leased park, unless the vendor has obtained permission from the event sponsor and or lessee. This license also does not allow for the sale of goods or services at any city-owned park/facility or farmer's market without a permit from the city.
- (k) The issuance of a mobile food vehicle/trailer/stand license does not grant or entitle the vendor to the exclusive use of any service route or parking space to the license holder.
- (l) A vendor shall not operate on private property without first obtaining written consent to operate from the affected private property owner. A private property owner shall not permit parking by a mobile food vehicle/trailer/stand until a license has been obtained to allow for such use.
- (m) -No mobile food vehicle/trailer/stand shall use external signage, bollards, seating or other equipment not contained within the vehicle when parked on city streets or right-of-ways. When extended, awnings for mobile food vehicles/trailer/stand shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.
- (n) Any power required for the mobile food vehicle/trailer/stand located on a public way shall be self-contained and a mobile food vehicle/trailer/stand shall not use utilities drawn from the public right-of-way. Mobile food vehicles/trailers/stands on private property may use electrical power from the property being occupied or an adjacent property, but only when the property

owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any city street, alley sidewalk, or right-of-way.

(o) Mobile food vehicles/trailers/stands shall not be parked within 50 100 feet of an existing brick and mortar restaurant's lot line (as measured from the service window to the lot line)- during the hours when such restaurant is open to the public for business, or closer than 50 feet from another approved mobile food vehicle/trailer/stand unless the vendor has obtained permission from the restaurant or mobile food vehicle/trailer/stand.

Sec. 50-305. Complaints, Revocation, and Appeals.

(a) If a written complaint is filed with the city clerk alleging that a vendor has violated the provisions of this Chapter, the city clerk shall promptly send a copy of the written complaint to the vendor together with a notice that an investigation will be made as to the truthfulness of the complaint. During the investigation, the vendor shall be invited to respond to the complaint, present evidence and respond to any evidence discovered during the investigation. If the city clerk, after reviewing all relevant material, finds the complaint is supported by a preponderance of the evidence, the city clerk shall certify the complaint.

(b) The city clerk may revoke the permit of any vendor who fails to meet any requirement of this Chapter or violates any other federal, state or local law, makes a false statement on their application, or takes part in any activity adverse to the protection of the public health, safety and welfare. Immediately upon such revocation, the city clerk shall provide written notice to the vendor by certified mail to their place of Business or residence as indicated on the application. Immediately upon such revocation the permit shall become null and void.

(c) If a license is denied or revoked by the city clerk, the vendor may appeal to and have a hearing before the City Manager. Within 30 days, the city manager shall make a written determination, after presentation by the vendor and the city clerk as to whether or not the grounds for denial, revocation or complaint are valid. If the City Manager determines that such grounds are supported by a preponderance of the evidence, the action of the city clerk or filing of the complaint shall be sustained. The applicant or licensee may then appeal the City Manager's decision to a court of competent jurisdiction.

Absent:

Adoption Date:

Effective Date:

First Reading:

Second Reading:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, Its 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 _____, 2020, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with 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: _____, 2020

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

Resolution

Mobile Food Vending in Public Areas

2020-

WHEREAS; Chapter 50-304(a) of the Mobile Food Vending Ordinance states the City Commission shall by resolution identify streets and public areas where parking by mobile food vehicles/trailers/stands is permitted;

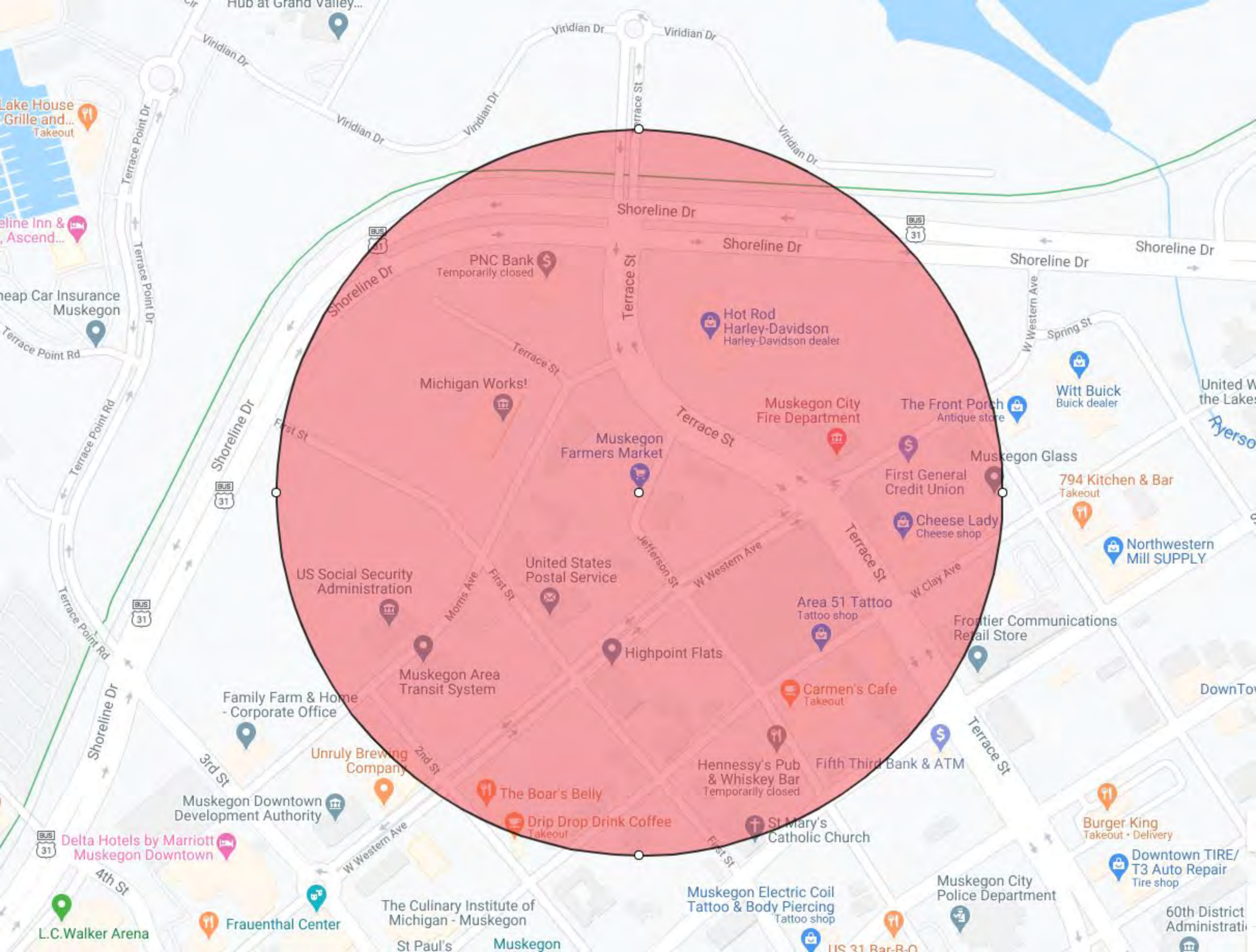
WHEREAS; the City Commission previously resolved that applications for mobile food vending will be considered in the following areas: Sherman Blvd, Henry St, Apple Avenue, Laketon Avenue, Getty Street, Lakeside Business District, commercial properties in the 1600 block of Glade as well as areas in the downtown area as defined by the DDA map, business district, and industrial parks.

NOW THEREFORE BE IT RESOLVED, the previously approved areas for mobile food vending is hereby rescinded.

BE IT FURTHER RESOLVED, mobile food vending is now permitted on the streets and public areas of the following districts: B-2, B-4, LR, WM, I-1, I-2, MC and all Form Based Code context areas except Urban Residential and Lakeside Residential.

Adopted this 28th day of July 2020.

Ann Meisch
City Clerk



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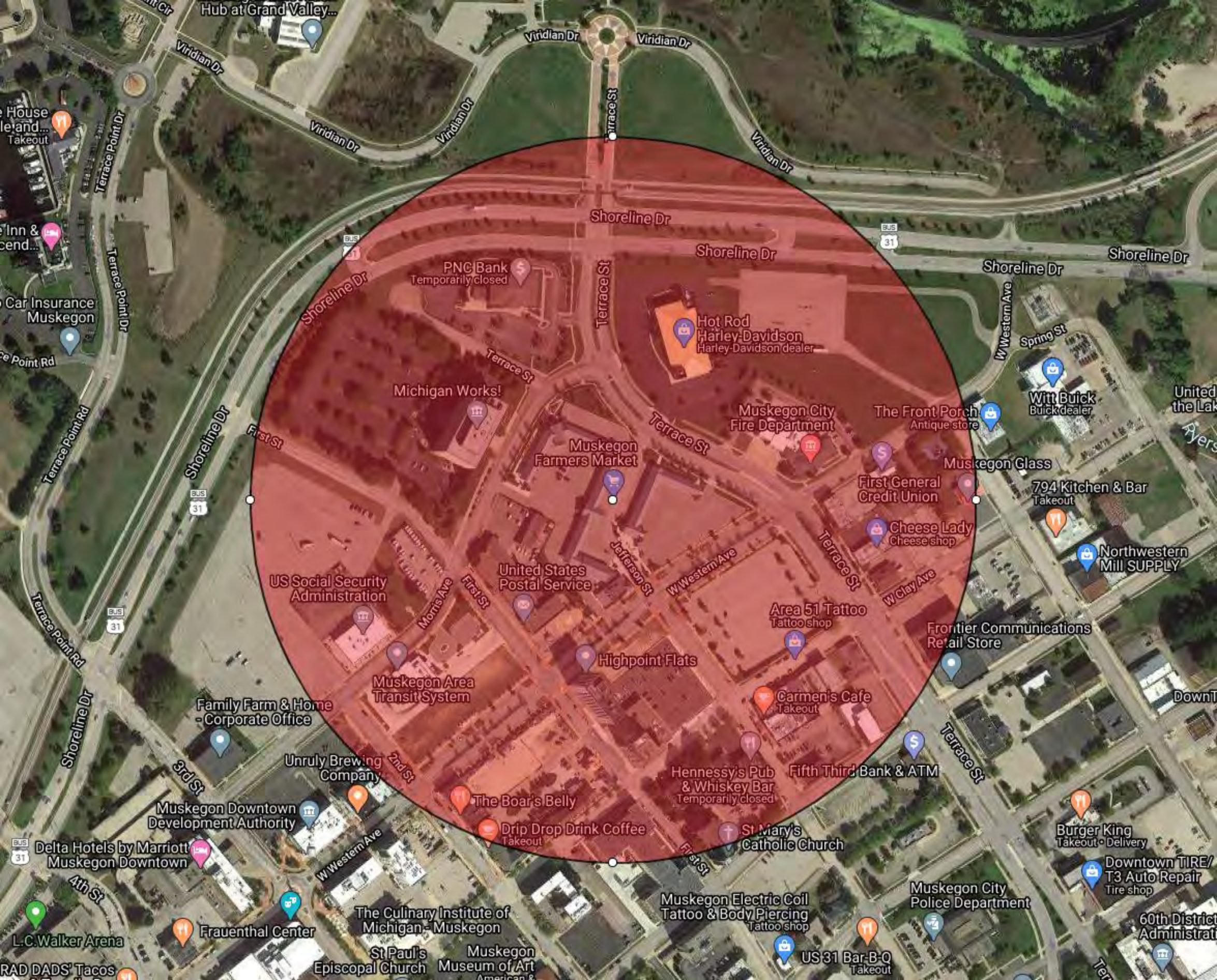
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Michigan Works!

Muskegon Farmers Market

Hot Rod
Harley-Davidson
Harley-Davidson dealer

Muskegon City
Fire Department

The Front Porch
Antique store

Muskegon Glass

First General
Credit Union

794 Kitchen & Bar
Takeout

Cheese Lady
Cheese shop

Northwestern
Mill SUPPLY

US Social Security
Administration

United States
Postal Service

Area 51 Tattoo
Tattoo shop

Frontier Communications
Retail Store

Family Farm & Home
- Corporate Office

Muskegon Area
Transit System

Carmen's Cafe
Takeout

Hennessy's Pub
& Whiskey Bar
Temporarily closed

Fifth Third Bank & ATM

Muskegon Downtown
Development Authority

Unruly Brewing
Company

The Boar's Belly

Drip Drop Drink Coffee
Takeout

St Mary's
Catholic Church

Burger King
Takeout • Delivery

Downtown TIRE/
T3 Auto Repair
Tire shop

60th District
Administrat

The Culinary Institute of
Michigan - Muskegon

St Paul's
Episcopal Church

Muskegon
Museum of Art

Muskegon Electric Coil
Tattoo & Body Piercing
Tattoo shop

Muskegon City
Police Department

US 31 Bar-B-Q
Takeout

RAD DADS' Tacos

Frauenthal Center

Hub at Grand Valley...