

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**

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **ROLL CALL:**
- ☐ **HONORS AND AWARDS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Notice of Intent Resolution – Capital Items including Central Dispatch**
Finance
 - C. Human Resources Services Agreement** EEO & Employee Relations
 - D. Setting Infill Housing Project Brownfield Public Hearing** Economic
Development
 - E. Sale of House at 254 W. Southern Avenue** Planning
 - F. LMC Loan Agreement Loan # 41** Public Safety
 - G. Muskegon Central Dispatch Tower Site Lease Agreement** Public
Safety
 - H. Marina & Launch Ramp Parking Ordinance Amendments** Public
Safety
 - I. Approval of Sale: City Home at 567 Leonard Avenue** Community and
Neighborhood Services
 - J. West Urban Properties Agreement** City Manager – REMOVED FOR
FUTURE CONSIDERATION
 - K. Purchase Agreement 1188 4th Street** City Manager – REMOVED PER STAFF
REQUEST
- ☐ **PUBLIC HEARINGS:**

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **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 14, 2020	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the June 23, 2020 Regular City Commission meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 23, 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, June 23, 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.

HONORS AND AWARDS:

A. Presentation by Public Safety Director

Police Chief, Jeffrey Lewis, presented information to the City Commission regarding the potential purchase and use of body cameras for the Muskegon Police Department.

2020-37 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the June 8, 2020 Worksession and June 9, 2020 Regular City Commission meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Electric Assisted Bikes Public Safety

SUMMARY OF REQUEST: Seeking City Commission authorization for the purchase of two electric assist bikes, one carrier and assembly fees. These bikes are intended to assist in addressing the spike in crime being seen during the COVID-19 crisis as well as protecting the health and safety of City residents. Federal

Grant BJA FY20 Coronavirus Emergency Supplemental Funding Program monies will reimburse the purchase of the bikes, carrier and assembly fee, leaving the cost for the City at zero dollars. The Coronavirus grant was awarded to Muskegon Police Department on May 30, 2020.

AMOUNT REQUESTED: \$9,827

AMOUNT BUDGETED: Grant Fund Reimbursement

FUND OR ACCOUNT: 101-40301-5720

STAFF RECOMMENDATION: Acknowledge pre-approved grant funding to purchase the two Electric Assisted Bikes (EAB) and related accessories for the quoted amount of \$9,827.

C. MUPD Radar Message Trailer Public Safety

SUMMARY OF REQUEST: Seeking City Commission authorization for the purchase of a Speed Alert Radar Message Trailer to provide the community with speed feedback, messages specific to vehicle speeds, and messages related to the COVID-19 pandemic. This is a versatile tool for both traffic calming and public health and safety information dissemination . Federal Grant BJA FY20 Coronavirus Emergency Supplemental Funding Program monies will reimburse this purchase leaving the cost for the City at zero dollars. The Coronavirus grant was awarded to Muskegon Police Department on May 30, 2020.

AMOUNT REQUESTED: \$15,585.00

AMOUNT BUDGETED: Grant Fund Reimbursement

FUND OR ACCOUNT: 101-40301-5720

STAFF RECOMMENDATION: To acknowledge the pre-approved grant funded purchase of one Speed Alert Radar Message Trailer for the quoted amount of \$15,585.00

D. Amendment to the Docks PUD Planning

SUMMARY OF REQUEST: Request to amend the Planned Unit Development at 1875 Waterworks Road; 1490 Edgewater Street; and 3400, 3460, 3474 Wilcox Avenue, by Damfino Development, LLC.

The proposed changes in this plan are:

- The elimination of the boardwalk and platform in Muskegon Lake.
- The beach will be removed and be replaced with a buildable lot.
- Lot #70 (now #71) is increased in size.
- A new beach would be placed where lots 114-116 were previously located.
- The south wall of the channel is being moved with a reduction in

width from 140' to 120'.

STAFF RECOMMENDATION: To approve the amendments to the Planned Unit Development as requested.

G. FY 2020-21 Sanitation Fee Resolution Finance

SUMMARY OF REQUEST: The FY2020-21 budget calls for the Sanitation Fee to be increased from \$2.00 per month to \$2.50 per month, this resolution establishes the Sanitation Fee for FY2020-21.

Request to adopt the resolution to continue charging a sanitation fee of \$1.20 per month to cover the shortfall between the sanitation charges and the millage collected for sanitation and to increase the fee for recycling from .80 cents per month to \$1.30 per month to cover the costs of the program.

STAFF RECOMMENDATION: To adopt the Sanitation Fee Resolution for FY2020-21.

H. FY 2020-21 Lead Service Line Flat Fee Resolution Finance

SUMMARY OF REQUEST: The FY2020-21 Budget calls for a Lead Service Line Flat Fee of \$5.00 per month per utility billing, this resolution establishes the fee.

The State of Michigan has mandated communities to replace lead service lines. To offset the cost, the FY2020-21 budget calls for a Lead Service Line Flat fee of \$5.00 per month per utility billing, to be adjusted each year.

STAFF RECOMMENDATION: To adopt the Lead Service Line Flat Fee Resolution.

I. Sale – 569 Oak Avenue City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to sell the city-owned home at 569 Oak Avenue to Lamont Vines of 789 Oak Avenue.

The city accepted this property from the delinquent tax sale with the intention of renovating it. Over the past year, we have had difficulty getting to it, as our other projects have occupied so much of our time. Mr. Vines has inquired about purchasing this property numerous times. His intention is to renovate it. We have agreed to a \$1 sale price. Mr. Vines is going to purchase the property for \$1 and place \$1,500 on escrow with the City; once he completes replacement of the roof, we will refund/release his \$1,500 deposit. He will have 90 days to comply.

STAFF RECOMMENDATION: Authorize the City Manager to sell the property at 569 Oak as proposed.

J. Sale – 395 Houston City Manager

SUMMARY OF REQUEST: City staff is seeking authorization to sell the city-owned home at 395 Houston to Meisha Brown.

The city constructed this house as part of the phase two of our infill housing

program. Our contract to construct the home was \$197,464. We also anticipated \$11,844 in sales commissions. The accepted purchase price is \$196,000. This city will also contribute \$5,800 toward closing-related costs. The total amount requiring brownfield gap financing will be approximately \$7,200 - \$7,500. The 3.5% gap is significantly smaller than anticipated in the Brownfield Plan, and also significantly smaller than gap in the initial phase of the in-fill project (Midtown Square).

STAFF RECOMMENDATION: Authorize the City Manager to complete the sale of 395 Houston Avenue, as described in the purchase agreement.

L. Second Floor Remodel City Manager

SUMMARY OF REQUEST: We have finalized our city hall construction budget at \$203,717.14 plus architectural and contingencies. Staff is seeking approval to hire Platinum Contracting Group to manage the project.

Over the past 2 years, we have worked to reallocate space on the second floor of city hall. The plan has been finalized and the costs are included in the 2020-21 FY Budget. The goal of the reorganization is to allow for visitors to have easier and more convenient access to city departments. The recent developments with COVID-19 has impacted our design. We are seeking to use Platinum Contracting to manage the project – a number of local contractors will be completing the work (all work was competitively bid by Platinum on our behalf). Much of the planning was done during COVID-19, which did limit our ability to meet with contractors, but we are comfortable with the bids received. The goal of using a project manager vs a general contractor is to provide the most flexibility during construction. The building is older and has many specialty design components (especially HVAC and electrical); we need to have the ability to change course if we find a more efficient affordable way to complete the work. For example, moving to new cubicles instead of offices will likely save \$50,000 to \$60,000 in construction costs. Note that we are only completing work on the space that will house Planning, CNS, Economic Development, and the City Manager's Office. We are also exploring an additional project that would move the public side of the police department into the current CNS space to provide a more inviting space for the public to visit the police administration, community office, etc.

AMOUNT REQUESTED: \$229,588.00

AMOUNT BUDGETED: \$200,000

STAFF RECOMMENDATION: Authorize staff to hire Platinum Contracting to complete the renovation of the second floor of city hall at a cost not to exceed \$229,588.70, inclusive of architectural fees and contingency.

Motion by Commissioner Ramsey, second by Commissioner Rinsema-Sybenga, approve the consent agenda as presented, except items E, F, and K.

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

Nays: None

MOTION PASSES

2020-37 REMOVED FROM CONSENT AGENDA:

E. GIS Technician Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to eliminate the Administrative Assistant position within the Engineering Department and create a new position for a GIS Technician.

Prior to COVID staff had met and discussed the need for a dedicated staff member to manage and utilize the GIS (Geographic Information Systems) data for the City. The discussion was tabled due to COVID. At the end of May, the DPW Administrative Supervisor (Leigh Ann Archer) retired and the DPW Administrative Assistant (Christy Cashin) was promoted leaving the Administrative Assistant position open.

Staff is requesting permission to not fill the Administrative Assistant position and rather to reallocate that full-time position towards creation of a new position for a GIS Technician. The GIS Technician will work within the Engineering Department but provide services to multiple departments within the city, namely water/sewer and major/local streets. The work formerly performed by the Administrative Assistant will be redistributed between the Administrative Supervisor, the five (5) CSRII Positions at DPW, and the newly created GIS Technician.

Based on current and projected workloads the need for a GIS Technician is greater than the need for the Administrative Assistant.

STAFF RECOMMENDATION: Authorize staff to eliminate the Administrative Assistant position at DPW and create a new position for a GIS Technician.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to authorize staff to eliminate the Administrative Assistant position at DPW and create a new position for a GIS Technician.

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

Nays: None

MOTION PASSES

F. FY 2020-21 Sewer Rate Resolutions Finance

SUMMARY OF REQUEST: The FY2020-21 budget calls for a sewer rate increase of 8%, this resolution establishes the new rate.

In 2019 a resolution with a treatment rate for our customers that is based on a multiplier of 1.81 times the rate the County bills the City for wastewater was adopted. The FY2020-21 calls for the multiplier to be raised to 1.95 to cover the cost of our aging infrastructure system capital needs and the increased cost of treating the infiltration to our system due to the high water levels.

STAFF RECOMMENDATION: To adopt the FY 2020-21 Sewer Rate Resolution.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to adopt the Sewer Rate Resolution at an increased rate of 3%.

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

Nays: None

MOTION PASSES

K. Legal Services City Manager

SUMMARY OF REQUEST: Our Contract for legal services will expire this month. Staff is seeking to enter into an extension with Parmenter Law.

Parmenter has been our legal counsel for many years. Our Service agreement will expire June 30, 2020. The City manager asked that they provide us a proposal to continue as our legal counsel for an additional five-year period. This proposal is attached. Staff recommends approving an extension per the terms outlined in the proposal. Staff feels that the best value for our representation remains with John Schrier and his team at Parmenter Law.

STAFF RECOMMENDATION: Accept the proposal from Parmenter law and authorize the City Manager to enter into an extension agreement per the terms outlined in the proposal.

Motion by Commissioner Johnson, second by Commissioner Ramsey, to accept the proposal from Parmenter Law and authorize the City Manager to enter into an extension agreement per the terms outlined in the proposal.

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

Nays: None

MOTION PASSES

2020-38 NEW BUSINESS:

A. Transmittal of 2020-21 Proposed Budget City Manager

SUMMARY OF REQUEST: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2020-21 which starts July 1, 2020. Both hardcopy and electronic versions of the budget have been distributed to Commissioner. Additionally, the budget is available for inspection on the City's

website and at the City Clerk's Office.

The proposed budget was reviewed in detail with staff at the June 8, 2020 work session. A public hearing on the budget was held at the regular Commission meeting on June 9, 2020. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

STAFF RECOMMENDATION: Approval of the proposed budget for fiscal year 2020-21.

Motion by Vice Mayor Hood, second by Commissioner Ramsey, to approve the proposed budget for fiscal year 2020-21, amending metered sales in sewer to \$9.1 million.

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

Nays: German

MOTION PASSES

B. Rental Housing Pilot Program City Manager

SUMMARY OF REQUEST: Staff is proposing a Pilot program to incentivize privately-funded residential rental development in our core neighborhoods. The Pilot program seeks to leverage upfront capital from residential developers in exchange for semi-affordable rents, property tax flexibility and shared risk in the rental market.

We are proposing the framework of a Pilot program that we would use to initially partner with West Urban Homes to construct 50 units on vacant city lots. 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.

STAFF RECOMMENDATION: To accept the Letter of Intent from West Urban Homes and authorize the City Manager and City Attorney to finalize the draft Development Agreement for formal approval at the July 14 City Commission Meeting.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to accept the Letter of Intent from West Urban Homes and authorize the City Manager and City Attorney to finalize the draft Development Agreement for

formal approval at the July 14 City Commission meeting.

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

Nays: None

Absent: Rinsema-Sybenga

MOTION PASSES

ANY OTHER BUSINESS:

PUBLIC COMMENT: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 8:35 p.m.

Respectfully Submitted,

Ann Marie Meisch – MMC, City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 14, 2020	Title :Notice of Intent Resolution – Capital Items including Central Dispatch
Submitted By: Beth Lewis	Department: Finance
Brief Summary: 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.	
Detailed Summary: The attached 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.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the Notice of Intent Resolution to issue Capital Improvement Bonds in an amount not to exceed \$11,000,000i.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

PATRICK F. McGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

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July 1, 2020

Mr. Franklin Peterson
City Manager
City of Muskegon
933 Terrace Street
Muskegon MI 49443-0536

Re: City of Muskegon – 2020 Capital Improvement Bonds (LTGO)

Dear Frank:

As we discussed, I have enclosed a Notice of Intent Resolution for consideration for approval by the City Commission at its meeting on July 14th relating to various capital projects, including paying all or part of the cost to acquire, construct, furnish and equip additions and improvements to: a) the Muskegon Central Dispatch 9-1-1 facility and fire station; b) Hartshorn Marina, including new docks, clubhouse and pool improvements; c) acquire police department body camera equipment; and d) refinance existing obligations to finance a new roof and heating, ventilation and cooling improvements to Mercy Health Arena; including all related site improvements (together, the "Project").

The enclosed 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 Project. The Notice of Intent Resolution authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Muskegon Chronicle* indicating the City's intent to issue Bonds for the project in an amount not to exceed \$11,000,000.

The Notice provides that the City will pledge its limited tax full faith and credit as security for the Bonds. The proceeds of the Bonds may be used to pay for the construction of the Project as well as to reimburse the City for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds. The Bonds are secured by the City's limited tax full faith and credit pledge and can be paid from other legally available sources for the project. It is anticipated that Central Dispatch will pay the cost of the improvements to their facility from their funds. It is also anticipated that the Hartshorn Marina improvements will be paid from the Brownfield Plan associated with that project.

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Franklin Peterson

-2-

July 1, 2020

the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 4 of the Resolution contains language required by the Internal Revenue Code which authorizes the City to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon.

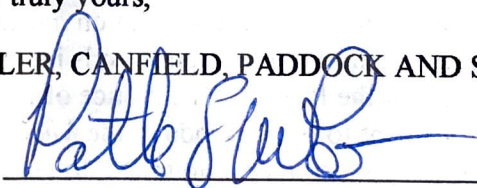
If the Notice of Intent Resolution is approved by the Commission and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in late August/early September. The City Council would then need to adopt a resolution to authorize the issuance of the Bonds prior to the sale of the bonds, which would presumably be after construction bids have been received for the project.

We would appreciate receiving three (3) certified copies of the Resolution upon its adoption as well as three (3) Affidavits of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Patrick F. McGow

Enclosure

cc: Beth Lewis
John Schrier, Esq.
Warren Creamer

31701520.1\063684-00045

**NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS**

CITY OF MUSKEGON
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, conducted electronically in conformity with Governor Whitmer's Executive Order No. 2020-129, on the 14th day of July, 2020, at 5:30 o'clock p.m. prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____
and supported by Member _____:

WHEREAS, the City of Muskegon, County of Muskegon, State of Michigan (the "City"), intends to authorize the issuance and sale of its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay all or part of the cost to acquire, construct, furnish and equip additions and improvements to: a) the Muskegon Central Dispatch 9-1-1 facility and fire station; b) Hartshorn Marina, including new docks, clubhouse and pool improvements; c) Hartshorn Marina Village, including water, sewer and road improvements; d) acquire police department body camera equipment; and e) refinance existing obligations to finance a new roof and heating, ventilation and cooling improvements to Mercy Health Arena; including all related site improvements (the "Project"); and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Project shall not exceed Eleven Million Dollars (\$11,000,000); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Muskegon Chronicle*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this Resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the taxpayers and electors of the City, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$11,000,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Ann Marie Meisch
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on July 14, 2020, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as temporarily modified by Governor Whitmer's Executive Order No. 2020-129 and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Ann Marie Meisch
City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF MUSKEGON OF INTENT TO ISSUE BONDS SECURED BY THE TAXING POWER OF THE CITY AND OF RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Council of the City of Muskegon, County of Muskegon, intends to authorize the issuance and sale of general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series in a total principal amount of not to exceed Eleven Million Dollars (\$11,000,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip additions and improvements to: a) the Muskegon Central Dispatch 9-1-1 facility and fire station; b) Hartshorn Marina, including new docks, clubhouse and pool improvements; c) Hartshorn Marina Village, including water, sewer and road improvements; d) acquire police department body camera equipment; and e) refinance existing obligations to finance a new roof and heating, ventilation and cooling improvements to Mercy Health Arena; including all related site improvements.

BOND DETAILS

The bonds will mature in annual installments not to exceed twenty (20) in number, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN TWENTY (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Ann Marie Meisch
Clerk, City of Muskegon

36112899.2\063684-00045

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 7/14/2020	Title: HUMAN RESOURCE SERVICES AGREEMENT
Submitted By: DWANA THOMPSON	Department: EEO & EMPLOYEE RELATIONS DIRECTOR
Brief Summary: 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.	
Detailed Summary:	
Amount Requested: 2% increase annually	Amount Budgeted: 2% increase annually
Fund(s) or Account(s): Civil Service Budget	Fund(s) or Account(s): Civil Service Budget
Recommended Motion: To approve the agreement and authorized the Mayor and Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MUSKEGON AND THE MUSKEGON COUNTY BOARD OF COMMISSIONERS

This Amendment ("Amendment") is made effective on _____, 2020 ("Effective Date") by and between the **City of Muskegon**, with offices located at 933 Terrace Street, Muskegon, Michigan 49440 ("City"), the **City of Muskegon Civil Service Commission**, with offices at _____, Muskegon, Michigan ("CSC"), and the **County of Muskegon**, with offices located at 990 Terrace Street, Muskegon, Michigan 49442 ("County").

Background

A. City, CSC and County entered into a contract effective July 1, 2014 entitled Agreement between the City of Muskegon and the Muskegon County Board of Commissioners which called for the Muskegon County Department of Human Resources to provide human resources services to the City and CSC.

B. The Parties now desire to amend the Agreement.

Therefore, for good and valuable consideration, and the mutual promises contained in this Amendment, the Parties agree to amend the Agreement as follows:

1. **Term.** The Agreement shall be revised to provide a termination date of June 30, 2023, provided that any party may terminate the Agreement with six (6) months notice.

2. **Fees and Payment.** For the period July 1, 2020 through June 30, 2021, City shall pay County an annual fee of \$86,700, with such payments being made in equal monthly payments. For the period July 1, 2021 through June 30, 2022, City shall pay County an annual fee of \$88,434, with such payments being made in equal monthly payments. For the period July 1, 2022 through June 30, 2023, City shall pay County an annual fee of \$90,203, with such payments being made in equal monthly payments.

3. **No Other Modification.** Except as expressly modified by the terms of this Amendment, the Agreement shall remain in full force and effect. In the event of any inconsistency or conflict between the Purchase Agreement and this Amendment, the provisions of this Amendment shall govern and control.

The Parties have executed this Amendment as of the Effective Date.

[Signatures to appear on the following page]

City of Muskegon,
a Michigan municipal corporation

By: _____
Name: Stephen Gawron
Title: City Mayor
Date: _____, 2020

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Date: _____, 2020

Civil Service Commission

By: _____
Name: _____
Title: Chair
Date: _____, 2020

County of Muskegon

By: _____
Name: Susie Hughes
Title: Chair
Date: _____, 2020

By: _____
Name: Nancy A. Waters
Title: Clerk
Date: _____, 2020

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 7-14-2020	Title: Setting Infill Housing Project brownfield public hearing
Submitted By: Pete Wills	Department: Economic Development
Brief Summary: 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 (1 st Amendment) and the city commission will be requested to schedule a public hearing on that plan for July 28, 2020.	
Detailed Summary: 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.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the resolution setting a public hearing for July 28, 2020 on the city's Infill Housing Project Brownfield Plan Amendment (1 st Amendment) and notify the appropriate taxing units.	
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
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 37 acres of vacant land spread across 107 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 107 parcels included in this plan. Some of these lots will be split, which will result in a total of 239 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.

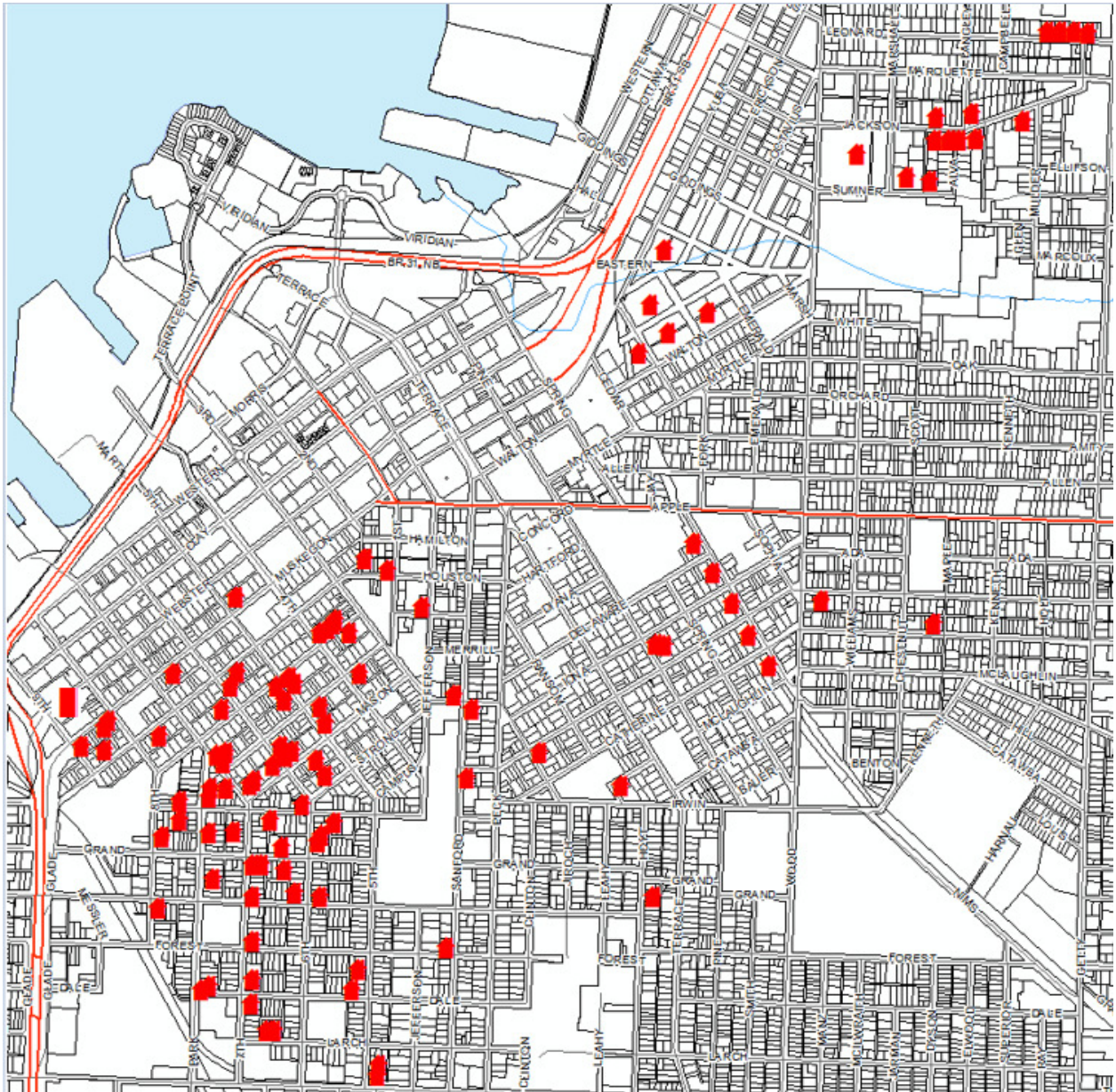
2. Demo & Abatement: The cost to demolish the property and return it to a developable state, which may include lead and asbestos abatement.
3. Public Infrastructure: The cost to construct public infrastructure like alleys and water/sewer lines.
4. Brownfield Plan Preparation and Development: Costs incurred 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.

Attachment A



hment A

**City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan**

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

City of Muskegon Infill Housing Project

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 14th day of July 2020, at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members Kleaveland, Sytsema, Peterson, Hastings, Johnson, Wallace Jr, Bottomley, Moore

ABSENT: Members Kalisz, DePung, Riegler, Edbrooke, Pollock

The following preamble and resolution were offered by Member Kleaveland and supported by Member Johnson:

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the City of Muskegon Infill Housing Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the City of Muskegon Infill Housing Project (1st Amendment), and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.

2. Public Hearing. The Board hereby requests the Muskegon City Commission to provide a notice of Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: Members Kleaveland, Systema, Peterson, Hastings, Johnson, Wallace Jr., Bottomley, Moore

NAYS: None

RESOLUTION DECLARED ADOPTED.



Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on July 14, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

A handwritten signature in cursive script, reading "Martha Bottomley". The signature is written in dark ink and is positioned above the printed name and title.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 7/14/20	Title: Sale of House at 254 W Southern Ave
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to approve the sale of the City-owned home at 254 W Southern Ave to Flippin Awesome, LLC for \$2,300.	
Detailed Summary: This is a vacant home that the city acquired through the tax sale.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the sale of the City-owned home at 254 W Southern Ave to Flippin Awesome, LLC for \$2,300.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 07/06/2020 (time) _____ MLS # _____

SELLING OFFICE: RE/MAX West BROKER LIC.# 6505356201 REALTOR® PHONE: 231-450-4884

LISTING OFFICE: _____ REALTOR® PHONE: _____

1. **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.

2. **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: Kristin Fricke Email: kristin@kristinfricke.com Lic.#: 6501424427

Alternate Selling Agent Name: Stephanie Dahlquist Email: info@stephaniedahlquist.com Lic.#: _____

3. **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 _____. 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.

4. **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.

5. **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)

245 W Southern Muskegon, Mi 49441

with the following legal description and tax parcel ID numbers:

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

PP# _____ #: 61-24-205-420-0012-20

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ 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 _____, of the proposed division to create the Premises.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 2300.
two thousand three hundred U.S. Dollars

7. **Seller Concessions**, if any: _____

8. **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 _____ type _____ (year) mortgage in the amount of _____ % of the Purchase Price bearing interest at a rate not to exceed _____ % 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 _____ 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:**

but does not include:

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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:

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:

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 existing survey, 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:

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 07/20/2020. 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 1:00 (time) on 07/07/2020 (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 \$ 500.00 shall be submitted to Within 72 hours of accepted offer to title company of sellers choice (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:**
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 _____ X Flippin Awesome, LLC dotloop verified
07/07/20 11:04 AM EDT
BCV0-DQCL-RLUU-CMMI **Buyer**

Buyer 1 Phone: (Res.) _____ (Bus.) _____ Flippin Awesome, LLC

Print name as you want it to appear on documents.

Buyer 2 Address _____ X **Buyer**

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:

Counteroffer, if any, expires _____, at _____ (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: _____ Listing Broker License # _____

Listing Agent Name: _____ Listing Agent License # _____

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):

City of Muskegon Is Seller a U.S. Citizen? ☒ Yes ☐ No*

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time):

Print name as you want it to appear on documents. Is Seller a U.S. Citizen? ☐ Yes ☐ No*

Seller's Address: _____ 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):

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):

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2020	Title: LMC Loan Agreement Loan# 41
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Review the Loan Agreement between the Lakeshore Museum Center and the City of Muskegon for displaying the 1923 LaFrance Fire Engine and attached equipment.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Accept the terms of Loan #41 between LMC and the City of Muskegon.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☒ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Loan Agreement

Incoming Loan for Exhibit

Loan# 41

Name: City of Muskegon

Phone: 231-724-6955

Address: 980 Jefferson Street

City, State Zip: Muskegon MI 49443

Start Date: Renewal 6-30-2020

Email: jeff.lewis@shorelinecity.com

End Date: Yearly review and renewal on
6-30-2021

For Use in: Fire Barn Museum Exhibit

The objects listed below and on any attached sheets are on loan subject to the conditions printed on the reverse.

Detailed description of items:

Long-term Loan for Fire Barn Museum Exhibit

1923 LaFrance Fire Engine and attached equipment

See reverse for terms and conditions.

Insurance Coverage Lakeshore Museum Center agrees to provide insurance coverage, see attached documentation.

The object(s) described above have been received by the Lakeshore Museum Center as a loan for exhibit, subject to the conditions on the reverse of this form. I acknowledge that I have read and agree to the conditions accompanying this form and certify that I have the authority to enter into this loan agreement.

Lender Signature: [Signature] **Date:** 7/6/20

LMC Representative: B. Nemethy **Date:** 6/24/2020

Returned to Lender:

I acknowledge that the object(s) described above have been returned in satisfactory condition and hereby release the Lakeshore Museum Center from any further responsibility for their care.

Lender Signature: _____ **Date:** _____

LMC Representative: _____ **Date:** _____

Lakeshore Museum Center, 430 West Clay Avenue, Muskegon, MI 49440

Phone 231.722.0278 • Fax 231.728.4119 • Email: info@lakeshoremuseum.org • www.lakeshoremuseum.org

Loan Terms and Conditions

Incoming Loan for Exhibit

Special Terms and Conditions – 1923 LaFrance Fire Engine, Lender City of Muskegon

Care and Preservation

1. The Lakeshore Museum Center (LMC) agrees to exercise reasonable care of the truck and will do what is reasonably necessary to preserve it in as good a condition as when received – with the exception of deterioration due to age and wear and tear due to approved use of truck for education and special event hands on use, and general maintenance.
2. City of Muskegon agrees to allow the LMC to keep the truck in operating condition and maintain or replace any components, including tires, brakes or other mechanical systems, as well as clean the truck. The City of Muskegon allows the LMC to do whatever maintenance is necessary to keep the truck operational without approval. However, the LMC is under no obligation to keep the truck in working condition or complete general maintenance, but will do so only as LMC budget allows.
3. City of Muskegon and Fire Department agree that the truck is available for hands on interaction with the public under the supervision of LMC staff – including but not limited to allowing the public to sit in the driver's seat, stand on running boards and other surfaces available for such use in normal operating conditions. Members of the public will not be allowed to operate the truck or be in physical contact with it while in motion.
4. City of Muskegon agrees that LMC staff or approved contractors may drive the truck – including but not limited to community events, parades, educational programming, and while performing general maintenance.
5. City of Muskegon and/or Fire Department personnel will cooperate to start engine or move vehicle outside of LMC Fire Barn Museum property for special events or to facilitate City of Muskegon/Fire Department maintenance activities. LMC requests a 30 day notice if possible before these activities occur.
6. In the event of damage to the objects while on loan, LMC will notify the Lender as soon as possible.
7. City of Muskegon/Fire Department personnel are welcome during business hours or at some other mutually agreed upon time to come onto Museum premises to service the truck, and if desired by both parties, to keep it in operating condition.
8. Any expense associated with keeping the truck in operating condition or any other work on truck, is the responsibility of the party who is pursuing the maintenance.

Insurance

1. LMC agrees to insure under its contents insurance policy for an amount not less than \$40,000. LMC shall have no liability for destruction or diminution in value of the truck above and beyond the insurance coverage.

Ownership and Lender Contact Information

1. Lender is responsible for updating address and contact information with LMC for the duration of the loan.
2. LMC may periodically renew the loan to keep current with responsible parties within City of Muskegon and Fire Department Management.

Return of Loans

1. LMC will arrange for return of Loaned objects within 30 days of the End Date indicated on this Loan form.
2. Loans left unclaimed more than one year from the End Date will be considered an unrestricted gift to the Lakeshore Museum Center and will be disposed of according to LMC policies. Lenders are referred to the Michigan Disposition of Property Act and the Uniform Unclaimed Property Act as relevant statutes.
3. LMC is not required to exhibit any loaned object. If an object is not selected for exhibit LMC will arrange to return objects to Lender.

Credit and Photography of Loaned Objects

1. LMC may photograph objects and the photographs may be reproduced for exhibit materials, publicity materials and relevant publications. The Lender may be identified in publications or exhibit material unless he/she requests anonymity.
2. Loaned objects may be photographed by the general public while on exhibit unless prohibited in writing by the Lender.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 14, 2020	Title: Muskegon Central Dispatch Tower Site Lease Agreement
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: Review and approve the attached MCD tower site lease agreement. As detailed in the attached lease agreement, the tower site lease includes all communication equipment and buildings necessary for use and maintenance of the newly constructed communications tower.	
Detailed Summary:	
Amount Requested: 0.00	Amount Budgeted: n/a
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of the tower site lease agreement between the City of Muskegon and Muskegon Central Dispatch.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☒ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is made and entered into this _____, by and between The City of Muskegon, a _____, whose mailing address is 933 Terrace Street, Muskegon, Michigan, hereinafter referred to as "Lessor," and Muskegon Central Dispatch, a Michigan agency, whose mailing address is 770 Terrace Street, Muskegon, Michigan 49440, hereinafter referred to as "Lessee". Lessor and Lessee are each referred to here-in as a "Party," and are collectively referred to here-in as the "Parties."

IT IS HEREBY AGREED that, for the sum of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor will provide Lessee with certain property, for constructing, installing, housing, and operating certain communications equipment, including but not limited to transmitter/receiver base stations, towers, antenna systems, repeaters, generators and related equipment, buildings and other improvements to house or shelter such equipment, and all other equipment necessary for Lessee's operations on the Site (defined below) and Leased Premises (defined below) (collectively, the "Communications Equipment").

1. **Leased Premises.** Lessor hereby leases to Lessee a portion of that certain parcel of real property, owned by Lessor, and commonly known as 770 Terrace Street, Muskegon, Michigan and as legally described on the attached Exhibit A (hereinafter referred to as the "Site"). Specifically, Lessor will lease to Lessee that portion of the Site approximately depicted on the attached Exhibit B, which will be referred to herein as the "Leased Premises". The Leased Premises shall also include, but not be limited to, the following:

- A. Space for the construction and installation of Lessee's Communication Equipment, including but not limited to, tower and fenced in equipment shelter compound, generator, fuel source, and building. All Communications Equipment will be located within the Leased Premises. Lessee may make any and all repairs, replacements, and/or additions to the Communications Equipment in the ordinary course of Lessee's business.
- B. Space to provide telephone, fiber optic network cabling and equipment, and microwave data equipment, both inside and outside of the shelter compound (underground / overhead) to serve the Communications Equipment.
- C. Space to run telephone lines, coaxial cable, fiber, and applicable utilities across the Site to Lessee's shelter compound and Communications Equipment within the Leased Premises. Lessor agrees to grant to Lessee or to the utility companies as Lessee may designate, a "utilities path" necessary to serve the Communications Equipment consistent with the Easements (defined below) granted pursuant to Section 5 hereof.

2. **Rent.** Except as expressly set forth herein to the contrary, Lessee shall not be required to pay to Lessor rent or any other payment for the rights and interests granted to Lessee under this Lease.

3. **Term.** This Lease will continue for a term of ninety-nine (99) years, commencing on _____, 2020, hereinafter referred to as the "Commencement Date". Lessee may terminate this Lease at any time on ninety (90) days prior written notice to Lessor.

4. **Access to the Leased Premises.** Lessee will have the right of access to the Site and Leased Premises, twenty- four (24) hours a day, seven (7) days a week as may be required for Lessee to access, construct, install, operate, maintain, repair, protect, or secure the Communications Equipment, and otherwise exercise the rights granted herein.

5. **Utilities; Access.**

(a) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Leased Premises (including, but not limited to the installation of emergency back-up power). Subject to Lessor's approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessee shall have the right to place utilities on (or to bring utilities across) the Site in order to service the Leased Premises and the Communications Equipment. Upon Lessee's request, Lessor shall execute recordable easement(s) evidencing these rights.

(b) Lessor hereby grants Lessee an easement in, under and across the Site for ingress, egress, utilities and access to the Leased Premises adequate to install and maintain utilities, which may include, but are not limited to, the installation of power and telephone service cables, and to access and service the Leased Premises and the Communications Equipment at all times during the term of this Lease (collectively, the "Easements"). The Easements shall have the same term as this Lease.

6. **RF Compliance.** Lessee will maintain its Communications Equipment in compliance with the Federal Communications Commission (FCC) guidelines. The Lessor agrees to restrict access to the Site and allow the posting of warning signs as specified in any routine evaluation that may be performed by Lessee, if required by the FCC.

7. **Non-Interference.**

(a) Lessor shall not use, nor shall Lessor permit its tenants, licensees, grantees, employees, invitees or agents to use the Site in ways that interfere with Lessee's operations or the Communications Equipment. Lessor shall not install new equipment on the Site or on any adjacent property owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations or Communications Equipment. Such interference shall be deemed a material breach of this Lease by Lessor. In the event any interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference within a reasonable time period, provided, that if the interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from Lessee to Lessor, Lessor shall temporarily disconnect the electric power to and shut down the interfering equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference), and, further provided, if such interference is not corrected

within thirty (30) days after receipt of the written notice, Lessor shall remove or cause the removal of the interfering equipment. Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

(b) Lessor will include non-interference terms similar to those in Section 7(a) above in all future agreements for use of adjacent property owned or controlled by Lessor.

8. **Notice.** Any notice or demand required or permitted to be given hereunder will be sufficiently given if made by regular, registered, certified mail, postage prepaid, or return receipt requested, or nationally recognized overnight courier. Any such notice or demand will be deemed to have been made three (3) business days after it is postmarked in the United States Postal Service, if by mail, or the next business day if by overnight courier. Either Party may from time to time designate any other address for this purpose by giving written notice thereof to the other Party.

9. **Defaults and Remedies.** Failure by either Party to perform any obligation under this Lease will not constitute default unless the non-defaulting Party gives the defaulting party prior written notice of such failure, and the defaulting Party fails to correct such failure within thirty (30) days of that notice; provided, however, that if any such default cannot reasonably be cured within thirty (30) days, there will be no default if the defaulting Party commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion within sixty (60) days after such notice.

In the event of a default as provided above, the non-defaulting Party, in addition to any other rights it may have at law or in equity, will have the right to terminate this Lease upon ten (10) days prior written notice to the other Party.

10. **Taxes.** Lessor shall be responsible for all real property taxes and special assessments levied against the Site and the Leased Premises. Lessee shall be responsible for any taxes levied against or attributable to the Communications Equipment or other personal property located on the Leased Premises.

11. **Insurance.** Lessee will secure and maintain during the term of this Lease, at its sole cost and expense, a policy of commercial general liability insurance, on an occurrence basis, in the amount of one million and 00/100 dollars (\$1,000,000.00) combined single limit for bodily injury and/or property damage.

12. Condition of Leased Premises; Removal of Communications Equipment.

(a) Lessor will furnish the Site, including the Leased Premises, to Lessee in good condition and repair and will maintain the Site in good condition and repair during the terms of this Lease, including maintenance, repair and snow and ice removal with respect to the roadway(s) on the Site providing access to the Leased Premises.

(b) Lessee shall remove the Communications Equipment from the Leased Premises at such time as Lessee ceases to use the Communications Equipment for public safety purposes, whether by termination of this Lease or otherwise. All costs of such removal will be at the expense of Lessee.

13. **Assignment.** Upon Lessor's written consent, which will not be unreasonably withheld, conditioned or delayed, Lessee will have the right at any time to assign this Lease. Upon such assignment, Lessee will be relieved of all obligations hereunder solely to the assignee for the performance of all obligations hereunder.

14. **Governmental Approvals.** Lessor represents and warrants that the Site, and any improvements thereon, comply with all applicable laws, ordinances, rules and regulations of any municipal, state or federal government having jurisdiction over the Site, including but not limited to zoning and building codes. Lessor further represents and warrants that there are not outstanding or pending notices of violation issued against the Site as of the date of this Lease that would prevent, or otherwise interfere with, Lessee's intended use of the Site.

Lessee will at all times comply with all laws, ordinances, rules and regulations of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of its Communications Equipment, and other alterations or improvements authorized herein. Lessee, at its expense, will be responsible for obtaining and maintaining all permits or approvals required by governmental or regulatory agencies arising out of the Lessee's intended use of the Site. Lessor agrees to fully cooperate with Lessee in obtaining such permits and approvals and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the permits and approvals.

16. **Quiet Enjoyment, Title and Authority.** Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) Lessor has title to the Site free and clear of any liens or mortgages, except those disclosed to Lessee, of record, or which will not interfere with Lessee's rights to or use of the Leased Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable notice and grace or cure period.

17. **Representations and Warranties.** Lessor represents and warrants that:

(a) it is the owner of the Site in fee simple, unencumbered by any lien, agreement, mortgage, condition or covenant that would adversely affect Lessee's use of the Leased Premises pursuant to this Lease;

(b) it is duly organized, validly existing and in good standing and has all the rights, powers and authority to make this Lease and bind itself through the party set forth below as signatory of Lessor; and

(c) it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Site or Leased Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor shall not introduce or use (or permit the use of) any Hazardous Substance on the Site or Leased Premises in violation of any applicable federal, state or local environmental laws. Lessor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws), and shall indemnify and hold Lessee harmless from and against, all spills or other releases of any Hazardous Substance caused by Lessor or its agents, that have occurred or which may occur on the Site.

18. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Equipment or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's sole discretion and without Lessor's consent.

19. **Condemnation of Site.** If a proceeding is instituted by any governmental authority pursuant to which the Site, in whole or in part, is proposed to be taken or condemned, Lessee will have the option to terminate this Lease at any time thereafter during the pendency of such proceeding without further liability hereunder, upon thirty (30) days written notice to Lessor. Lessee may, at its own expense, make a claim in any condemnation proceeding involving the Site for losses related to Lessee's Communications Equipment and relocation costs.

20. **Estoppel Statement.** Each Party shall, at any time and from time to time upon not less than fifteen (15) days prior written request from the other Party, deliver to the requesting Party a statement in writing certifying that (a) this Lease is unmodified and in full force (or if there have been modifications, that this Lease is in full force as modified and identifying the modifications); and (b) so far as the person making the certificate knows, the requesting Party is not in default under any provisions of this Lease.

21. **Force Majeure.** If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Lessee invokes this provision because damage to the Site has hindered, delayed, or prevented Lessee from using the Leased Premises, Lessee may immediately erect any temporary facilities on another portion of the Site as necessary to resume service.

21. **Memorandum.** At Lessee's request, the Parties shall execute a memorandum of this Lease to be recorded in the Muskegon County Register of Deeds.

22. **Consent.** Whenever under the Lease, the consent of approval of either Party is required or a determination must be made by either Party, no such consent or approval will be unreasonably withheld or delayed, and all such determinations will be made on a reasonable basis and in a reasonable manner.

23. **Modifications.** No modification, alteration, or amendment to this Lease shall be binding unless in writing and signed by both Lessor and Lessee.

24. **Broker's Commission.** Lessor and Lessee warrant and represent to each other that they have had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease. Each Party agrees to indemnify and hold the other harmless from any cost, expense or liability (including reasonable attorneys' fees) for any compensation, commissions or other charges claimed by any real estate broker or agent employed or claiming to represent that Party in connection with the negotiation of this Lease.

25. **Counterparts; Electronic Signatures.** This Lease may be executed in multiple counterparts and by emailed "pdf" transmission or similar electronic transmission, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of either Lessor or Lessee to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

26. **Entire Agreement and Binding Effect.** This Lease constitutes the entire agreement between Lessor and Lessee and shall supersede all prior offers, negotiations and agreements; no prior written or contemporaneous oral promises or representations will be binding. The undersigned have full power and authority to bind their principals to this Lease. This Lease will not be amended, or changed except by written instrument signed by both Parties hereto. If any clause or provision of this Lease is found to be invalid and unenforceable with respect to any Party, the remainder of this Lease will not be affected and will remain valid and enforceable. Section captions herein are for convenience only, and neither limit nor amplify the provisions of this Site Lease.

The provisions of this Lease will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, transferees, and permitted assignees.

27. **Choice of Law.** The Lease will be governed and construed by the laws of the State of Michigan. Unresolved disputes will be heard in a Court of competent jurisdiction in Muskegon County.

[Signatures are located on the following page.]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease, effective as of this ____ day of _____, 2020.

LESSOR:

City of Muskegon,
a Michigan municipal corporation

By:_____

Name:_____

Its:_____

LESSEE:

MUSKEGON CENTRAL DISPATCH 9-1-1,
a Michigan agency

By:_____

Name:_____

Its:_____

16360000

EXHIBIT A

LOCATION

**LATITUDE 43° 14' 20.7'' N
LONGITUDE 86° 14' 53.9'' W
GROUND ELEVATION AT BASE OF TOWER = 609.5**

LEGAL DESCRIPTION OF OVERALL PARCEL

**LEGAL DESCRIPTION OF A PARCEL OF LAND LOCATED
IN THE SOUTHEAST ¼ OF SECTION 19, TOWN 10 NORTH, RANGE 16 WEST,
CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN**

Lots 9 thru 13, including and part of lots 2 thru 6 and 14, block 556. Revised plat of 1903 described as follows:

Beginning at the south most corner of block 556, said Revised Plat (also being the intersection of the northwesterly right of way line of Western Avenue and the northerly right of way line of Terrace Street);

Thence N 61° 13' 00'' W along the northerly right of way line of Terrace Street a distance of 254.92 feet;
Thence N 28° 47' 00'' E a distance of 222.24 feet;
Thence S 61° 13' 00'' E a distance of 269.90 feet;
Thence S 31° 32' 18'' E a distance of 97.03 feet;
Thence S 58° 27' 42'' W along the northwesterly right of way line of Western Avenue a distance of 200.50 feet to the POINT OF BEGINNING. Being a part of the southeast ¼ of section 19, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan

BENCH MARK

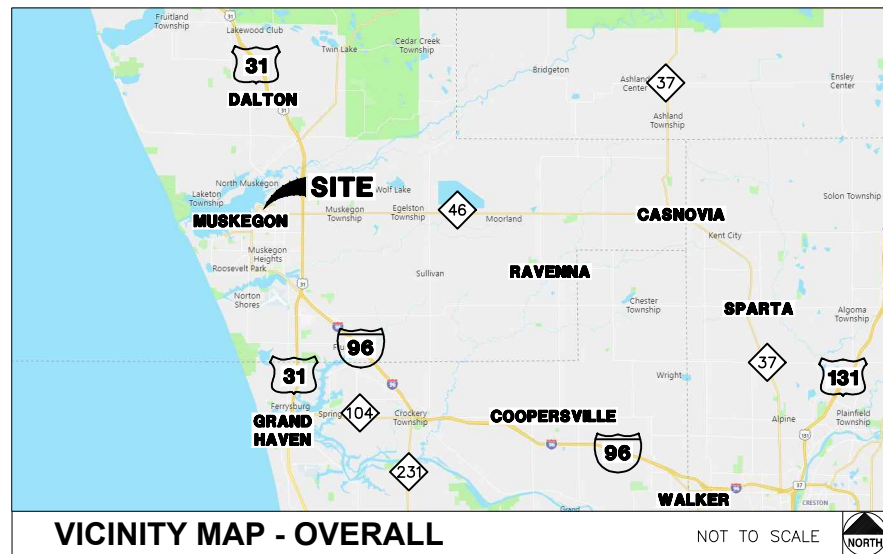
Southwesterly top of a concrete light pole base located at the northeasterly side of a parking lot, +/- 195 feet northwest of the centerline of Western Avenue; +/- 185 feet easterly of the proposed tower location;

Elevation = 607.74 (NAVD88 DATUM)

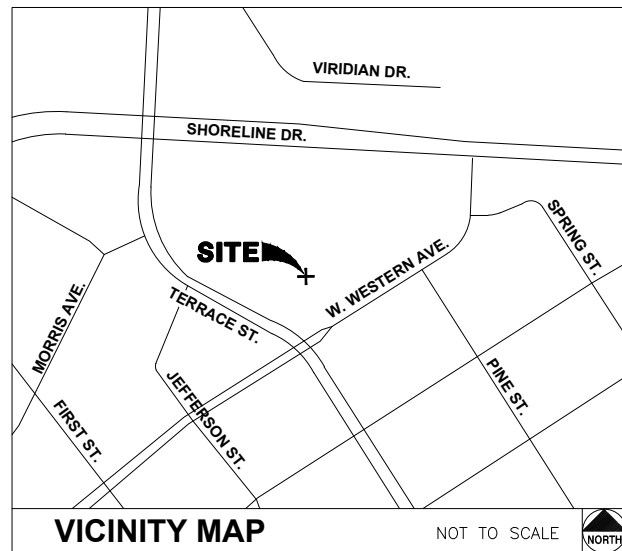
EXHIBIT B

Depiction of the Leased Premises

*** See attached site plan provided by Pyramid Network Services ***



**SITE #30003 - "MUSKEGON
CENTRAL DISPATCH"
____ TERRACE STREET
MUSKEGON, MICHIGAN 49440**



PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF TOWER WITH ANTENNAS FOR MOTOROLA SOLUTIONS. A TOTAL OF THREE ANTENNAS, THREE DISH ANTENNAS AND ONE T.T.A. MOUNTED ON A 160 FT TALL MONOPOLE TOWER ARE PROPOSED AT THIS SITE.

DO NOT SCALE DRAWINGS

DRAWING SCALES SHOWN ARE INTENDED FOR 24"x36" DRAWINGS ONLY.
ANY OTHER SIZE DRAWING WILL NOT SHOW A CORRECT SCALE.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE CIVIL ENGINEERS IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

1. INTERNATIONAL BUILDING CODE – MICHIGAN ADDITION – (IBC)
2. MICHIGAN BUILDING CODE (MBC)
3. UNIFORM MECHANICAL CODE
4. ANSI/EIA-222-F LIFE SAFETY CODE NFPA-101
5. UNIFORM PLUMBING CODE
6. NATIONAL ELECTRIC CODE
7. LOCAL BUILDING CODE
8. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

APPLICANT

NAME: MUSKEGON CENTRAL DISPATCH 9-1-1
ADDRESS: 770 TERRACE STREET
CITY, STATE, ZIP: MUSKEGON, MICHIGAN 49440
PHONE: N/A

PROPERTY INFORMATION

TAX PARCEL: #61-24-205-556-0009-00

OWNER: CITY OF MUSKEGON
ADDRESS: 770 TERRACE STREET
MUSKEGON, MICHIGAN 49440

PRESENT OCCUPANCY TYPE: VACANT

PROPOSED OCCUPANCY TYPE: TELECOMMUNICATIONS FACILITY

CURRENT ZONING: FBC-NC (NEIGHBORHOOD CORE)

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT SUMMARY

PROJECT MANAGER

NAME: PYRAMID NETWORK SERVICES, LLC
CONTACT: DON COTTRELL
PHONE: (573) 298-3502
E-MAIL: DCOTTRELL@PYRAMIDNETWORKSERVICES.COM

SURVEYOR:

NAME: MIDWESTERN CONSULTING, L.L.C.
ADDRESS: 3815 PLAZA DRIVE
CITY, STATE, ZIP: ANN ARBOR, MICHIGAN 48108
CONTACT: PAUL KOVAKS, P.S.
PHONE: (734) 995-0200 FAX: (734) 995-0599

CIVIL ENGINEER:

NAME: MIDWESTERN CONSULTING, L.L.C.
ADDRESS: 3815 PLAZA DRIVE
CITY, STATE, ZIP: ANN ARBOR, MICHIGAN 48108
CONTACT: COLTON M. WALLACE
PHONE: (734) 995-0200 FAX: (734) 995-0599

PROJECT TEAM

SHEET	DESCRIPTION	REV. DATE
T1	TITLE SHEET	-
T2	GENERAL NOTES AND MATERIAL LIST	-
C1	SITE SURVEY, GENERAL INFORMATION	-
C2	SITE PLAN	-
C3	TOWER ELEVATION & ANTENNA SCHEDULE	-
C4	ANTENNA AND MOUNT DETAILS	-
D1	FENCE DETAILS AND NOTES	-
E1	OVERALL UTILITY PLAN	-
E2	COMPOUND GROUNDING LAYOUT	-
E3	TOWER GROUNDING SCHEMATIC	-
E4	ELECTRICAL GROUNDING DETAILS	-
E5	ELECTRICAL GROUNDING DETAILS	-
		-
		-
		-
		-

SHEET INDEX

ISSUED FOR:
PERMIT

DATE:
3/25/20

JOB No.	19188-30003	DATE:	3/25/20
REVIEWS:	REV. DATE	SHEET	1 OF 12
		CADD:	TES
		ENG:	CMW, SGF
		PM:	PEK
		TECH:	
		CDS\19188_30003-T1	



M I D W E S T E R N

C O N S U L T I N G

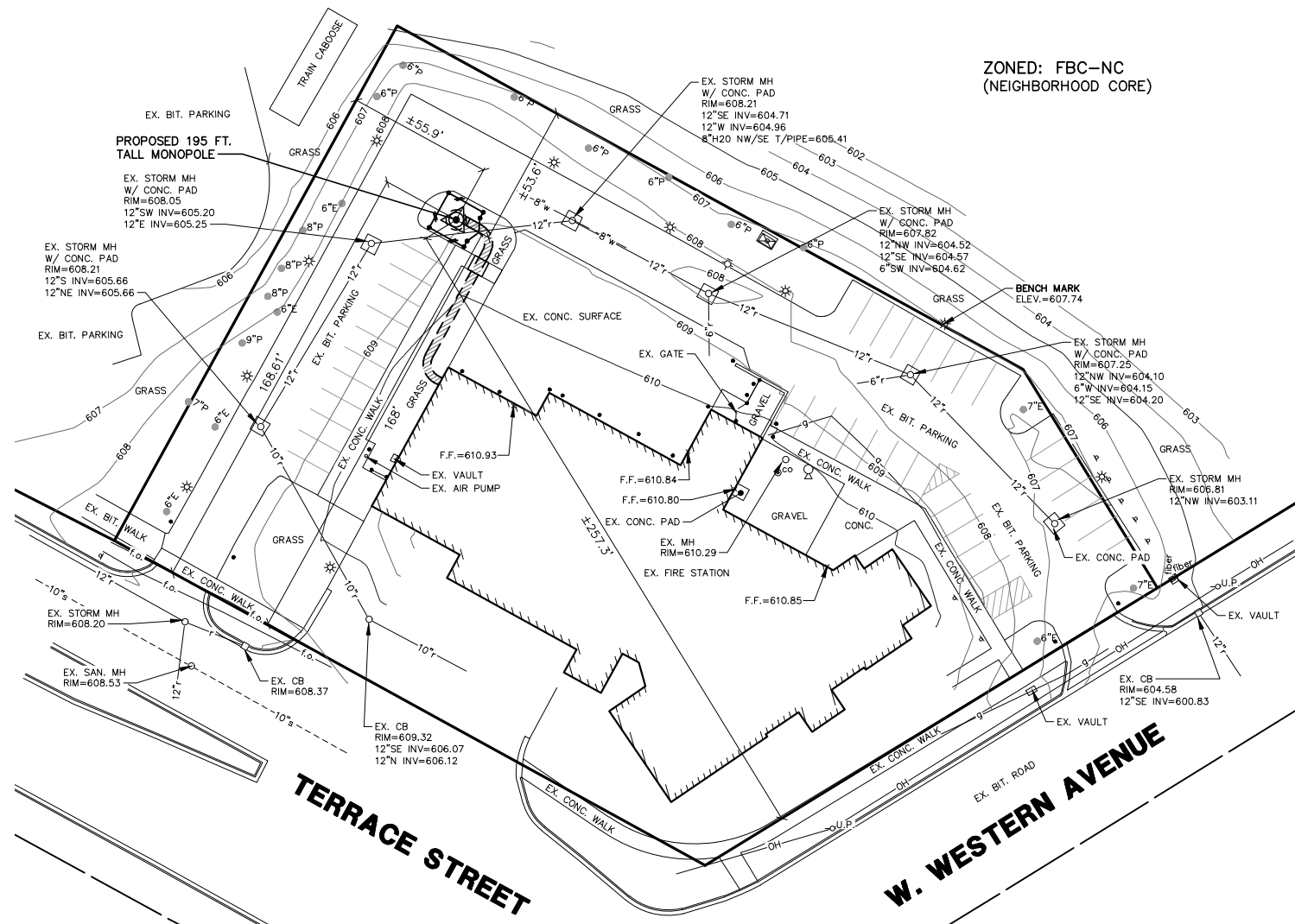
3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com

Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

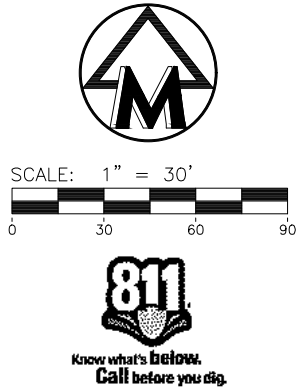
RELEASED FOR:	DATE



(Signature)
COLTON M. WALLACE
P.E.#6201066649



ZONED: FBC-NC
(NEIGHBORHOOD CORE)



LOCATION

LATITUDE 43° 14' 20.7" N
LONGITUDE 86° 14' 53.9" W
GROUND ELEV. @ TOWER BASE = 609.5

LEGAL DESCRIPTION OF OVERALL PARCEL

LEGAL DESCRIPTION OF A PARCEL OF LAND LOCATED
IN THE SOUTHEAST 1/4 OF SECTION 19, TOWN 18 NORTH, RANGE 16 WEST,
CITY OF MUSKOGON, MUSKOGON COUNTY, MICHIGAN

Lots 9 thru 13, including and part of lots 2 thru 6 and 14, Block 556. Revised Plat of 1903 described as follows:

Beginning at the south most corner of Block 556, said Revised Plat (also being the intersection of the northwesterly right of way line of Western Avenue and the northerly right of way line of Terrace Street);

thence N 61°13'00" W along the northerly right of way line of Terrace Street a distance of 254.92 feet;

thence N 28°47'00" E a distance of 222.24 feet;

thence S 61°13'00" E a distance of 269.90 feet:

thence S 31°32'18" E a distance of 97.03 feet:

thence S 58°27' 42" W along the northwesterly right of way line of Western Avenue a distance of 200.50 feet to the POINT OF BEGINNING. Being a part of the Southeast 1/4 of Section 19, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan.

BENCH MARK

Southwesterly top of a concrete light pole base located at the northeasterly side of a parking lot; +/-195 feet northwest of the centerline of Western Avenue; +/-185 feet easterly of the proposed tower location;

Elevation = 607.74 (NAVD88 Datum)

LEGEND

- | | | | |
|----------|------------------------------|--|-----------------------|
| 609 | EXIST. CONTOUR | | END SECTION |
| —o— U.P. | EXIST. UTILITY POLE | | CULVERT |
| —OH— | EXIST. OVERHEAD UTILITY LINE | | EXIST. SANITARY SEWER |
| | EXIST. LIGHT POLE | | EXIST. CLEANOUT |
| —t— | EXIST. TELEPHONE LINE | | SIGN |
| —T— | PROP. TELEPHONE LINE | | TELEPHONE RISER |
| —e— | EXIST. ELECTRIC LINE | | POST |
| —E— | PROP. ELECTRIC LINE | | WELL |
| —g— | EXIST. GAS LINE | | FENCE |
| —G— | PROP. GAS LINE | | SINGLE ELM TREE |
| —f.o.— | EXIST. FIBER OPTIC LINE | | SINGLE PINE TREE |
| —F.O.— | PROP. FIBER OPTIC LINE | | |
| —w— | EXIST. WATER MAIN | | TREE OR BRUSH LIMIT |
| | EXIST. HYDRANT | | SECTION CORNER |
| —r—o— | EXIST. STORM SEWER | | |
| —□— | EXIST. CATCH BASIN OR INLET | | CONTROL PT. |

SITE # 30003
'MUSKEGON
CENTRAL DISPATCH'

[illegible]MIDWESTERN
CONSULTING

JOB No. 19188-30003

DATE: 3/25/20

CADD: IES

ENC: CIVIL SCE

PM: PEK

TECH:

#83

SITE PLAN

C1

[illegible]

JOB No. **19188-30003**

DATE: 3/25/20

CADD: TES

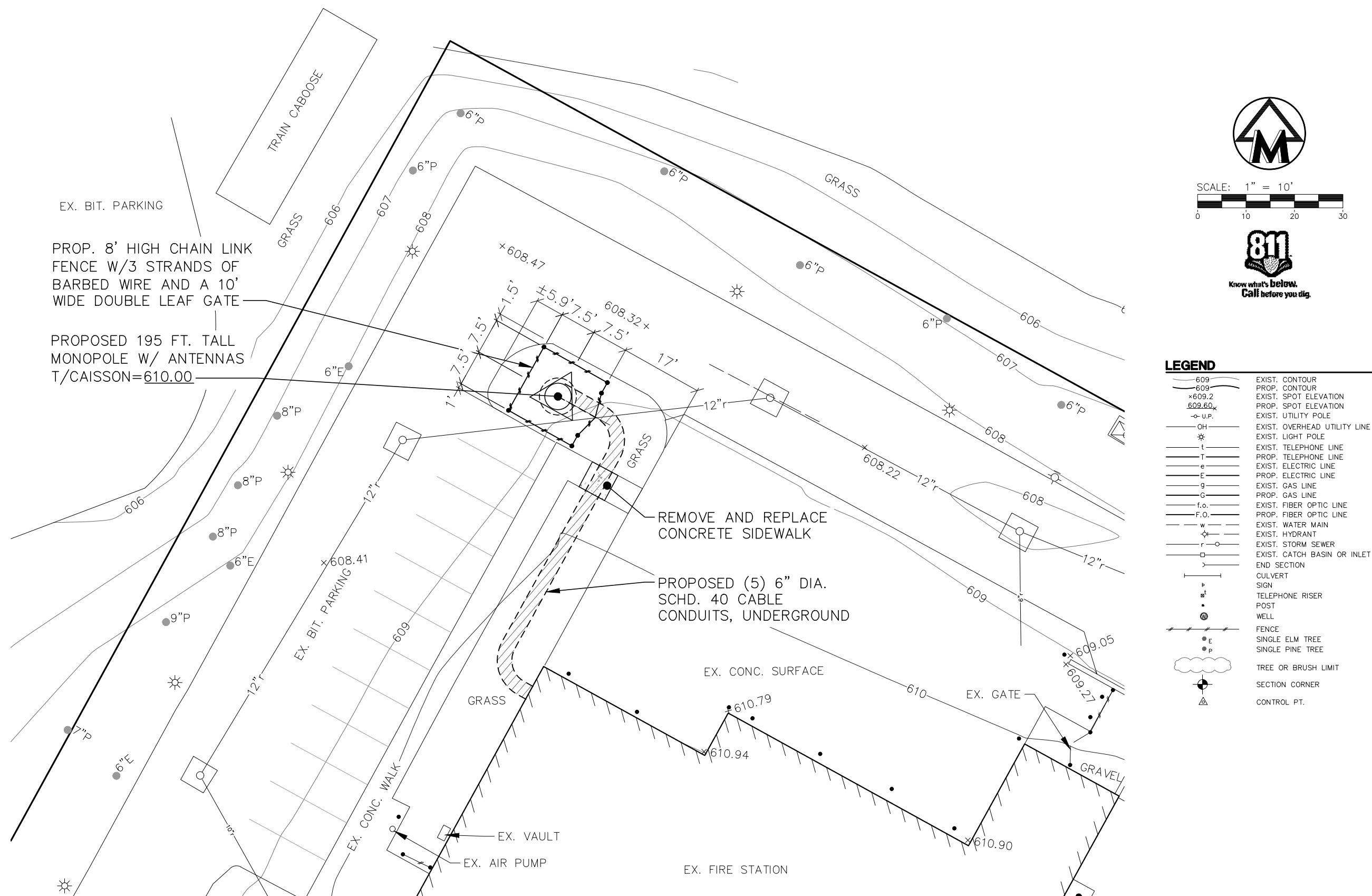
ENG: CMW, SGF

PM: PEK

TECH:

FILE: CDS\19188_30003-C2

FR#:



2

2

1

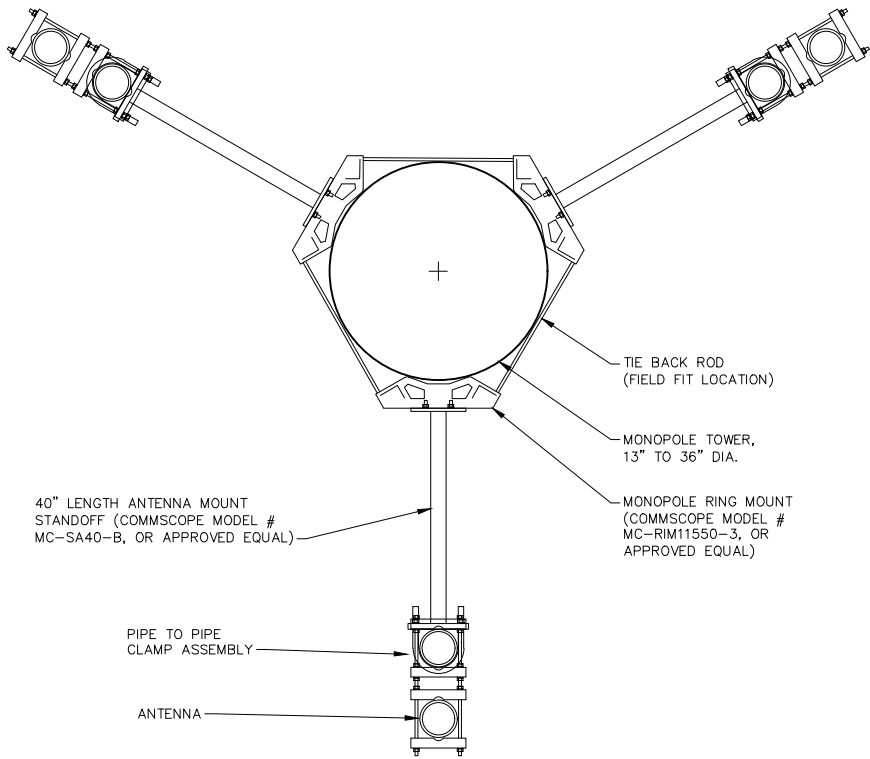
SITE # 30003
"MUSKEGON"
"CENTRAL DISPATCH"

CITY OF MUSKEGON
MUSKEGON COUNTY
MICHIGAN



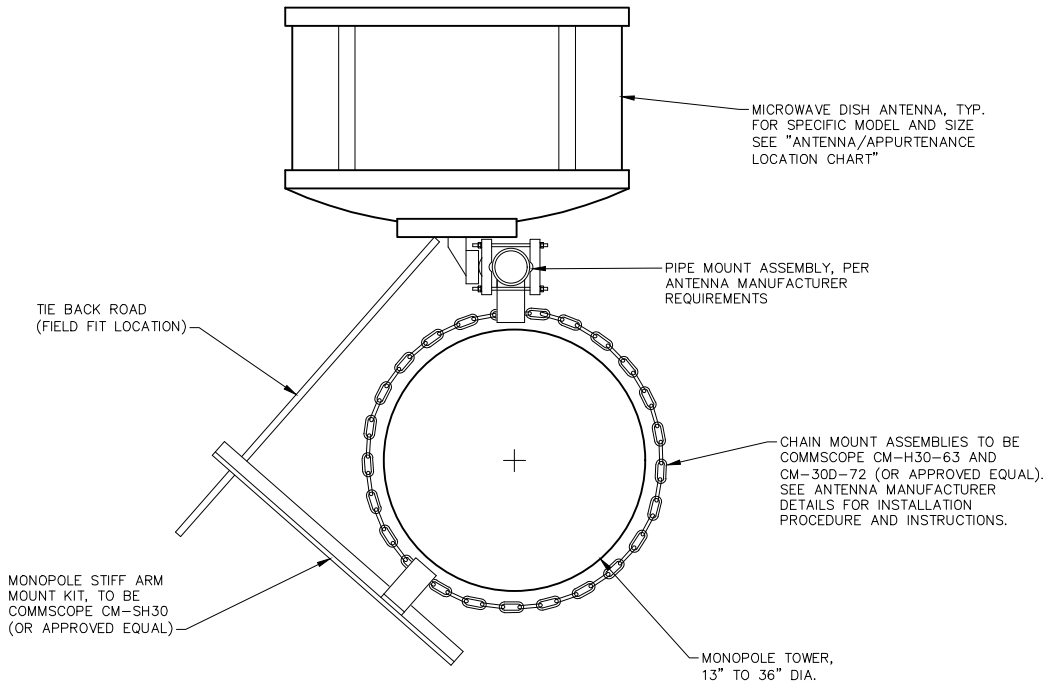

GENERAL TOWER NOTES

2. MIDWESTERN CONSULTING, LLC HAS NOT COMPLETED A STRUCTURAL ANALYSIS FOR THE EXISTING OR PROPOSED LOADING OF ANY STRUCTURES AT THIS TIME. FINAL STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS PRIOR TO CONSTRUCTION ACTIVITIES COMMENCE.
3. THE CONTRACTOR SHALL CONDUCT SWEEP TESTING TO MOTOROLA SPECIFICATIONS WITH THE EQUIPMENT TRAINED IN THE EQUIPMENT AND METHODS, RESULTS TO BE SUBMITTED TO MOTOROLA.
4. DRIP LOOPS SHALL BE INCORPORATED IN CABLE RUNS TO MINIMIZE THE FORMATION OF CONDENSATION AND ICE ON THE TRANSMISSION LINES, A DRIP LOOP SHALL BE CREATED AT THE POINT WHERE THE LINE TRANSITIONS FROM VERTICAL TO HORIZONTAL DIRECTION.
5. ALL TRANSMISSION LINES SHALL BE PERMANENTLY IDENTIFIED AT THE LOCATION OF THE ANTENNA, AT THE BOTTOM OF THE TOWER, AT THE EXTERIOR CABLE ENTRY PLATE FEED THRU, AND AT THE INTERIOR ENTRY PLATE FEED THRU, AND AT THE INTERIOR ENTRY PLATE FEED THRU, USING METAL BRASS TAGS OR JURISDICTION-APPROVED EQUIVALENT LABELING METHOD. TAGS SHALL STATE (1) ANTENNA USE (I.E. TX1/RX1), (2) HEIGHT ABOVE GROUND LEVEL (I.E. 375-FT AGL), (3) TOWER LEG, (4) AZIMUTH AS APPLICABLE FOR MIXOWAVE AND DIRECTIONAL LMR ANTENNAS, AND (5) DATE OF INSTALLATION. IN ADDITION TO BRASS TAGS COLOR CODING OF COAX CABLES IS REQUIRED.
6. EACH TRANSMISSION LINE SHALL HAVE A GROUND KIT ATTACHED AT THE (1) TOP OF ITS RUN, (2) BOTTOM OF ITS RUN, AND (3) EXTERIOR CABLE ENTRY PLATE FEED THRU. INTERMEDIATE GROUND KITS SHALL BE INSTALLED ALONG THE TRANSMISSION LINE RUNS SUCH THAT THERE IS NO MORE THAN 75 FEET BETWEEN GROUND KITS. EACH TRANSMISSION LINE GROUNDING KIT SHALL BE APPROVED FOR INSTALLATION BY THE MANUFACTURER OF THE TRANSMISSION LINE OF WHICH IT IS TO BE INSTALLED, AND SHALL BE INSTALLED AS DIRECTED BY ITS MANUFACTURER.



ANTENNA STANDOFF MOUNT

1



MICROWAVE DISH MOUNT

2

[illegible]

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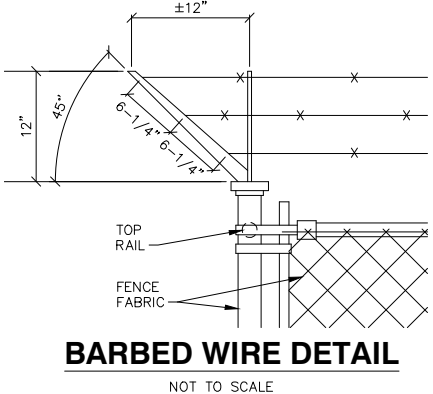
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ANTENNA AND MOUNT DETAILS

C4



GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F-900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS.
ALL PIPE TO BE 1 1/2" GALV.
(HOT DIP, ASTM A120 GRADE "A" STEEL).
ALL GATE FRAMES SHALL BE WELDED.
ALL WELDING SHALL BE COATED WITH (3) COATS
OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.

BARBED WIRE DETAIL

NOT TO SCALE

[illegible]MIDWESTERN
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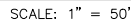
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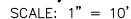
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FILE:	CDS\19188_30003-D1
FR#:	

FENCE DETAILS

D1



- NOT TO SCALE



NOTE:
EXACT LOCATION OF TEST
WELL AND ROUTE OF
ELECTRIC & TELEPHONE LINES
TO BE DETERMINED IN FIELD
BASED ON FIELD CONDITIONS

1. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS. THE PULL STRINGS ARE TO BE 200 LB. TEST POLYETHYLENE CORD. PROVIDE A CAP ON THE END OF EACH CONDUIT AND MARK AS SHOWN ON THE ENLARGED SITE PLAN.
2. STOP THE POWER AND TELCO CONDUITS 8 FEET MAXIMUM BEYOND THE FENCE. STUB CONDUITS UP 2'-0" ABOVE FINISHED GRADE. CAP AND LABEL.
3. THE CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND POWER, TELCO AND GROUNDING CONDUITS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE CAUSED TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. VERIFY WITH UTILITY NEW SERVICE HAS BEEN APPLIED FOR.
4. ALL GROUNDING CABLE IN CONCRETE SHALL BE IN SEAL TIGHT. NO METALLIC CONDUIT IS TO BE USED FOR GROUNDING CONDUCTOR SLEEVES.
5. DO NOT INSTALL BURIED GROUND RING OUTSIDE OF PROPERTY LINE. NOTIFY OWNER 24 HOUR IN ADVANCE WHEN THE BURIED GROUND RING IS INSTALLED SO THAT A REPRESENTATIVE CAN INSPECT THE GROUND RING BEFORE IT IS BACKFILLED WITH SOIL.
6. ALL EXTERIOR GROUNDING CONDUCTORS INCLUDING GROUND RING SHALL BE #2 AWG SOLID TINNED COPPER. MAKE ALL GROUND CONNECTIONS AS SHORT AND DIRECT AS POSSIBLE. AVOID SHARP BENDS. ALL BENDS SHALL BE A MINIMUM OF 8" RADIUS AND GREATER THAN 90'. GROUNDING CONDUCTORS SHALL BE ROUTED DOWNWARD TOWARD BURIED GROUND RING.
7. ALL EXOTHERMIC WELDS TO BURIED GROUND RING SHALL BE THE PARALLEL TYPE, EXCEPT FOR THE GROUND RODS WHICH ARE SPLICE EXOTHERMIC WELDS. ALL CADWELDS SHALL BE COLD GALVANIZED EXCEPT FOR COPPER TO COPPER. REPAIR ALL GALVANIZED SURFACES THAT HAVE BEEN DAMAGED BY EXOTHERMIC WELDING.
8. WHERE MECHANICAL CONNECTORS (TWO-HOLE OR CLAMP) ARE USED, APPLY A LIBERAL PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND ON ALL CONNECTORS. PROVIDE LOCK WASHERS ON ALL MECHANICAL CONNECTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT. THOROUGHLY REMOVE ALL GREASE AND CLEAN ALL DIRT FROM SURFACES REQUIRING GROUND CONNECTIONS. REPAINT TO MATCH EXISTING AFTER CONNECTION IS MADE TO MAINTAIN CORROSION RESISTANCE. ALL GROUND CONNECTIONS SHALL BE APPROVED FOR THE TYPES OF METALS BEING ATTACHED TO.
9. EXOTHERMICALLY WELD GROUNDING CONDUCTOR TO COMMUNICATION STRUCTURE MINIMUM 1'-0" ABOVE TOWER FLANGE AND BOND TO BURIED GROUND RING WITHIN A 3/4" FLEXIBLE CONDUIT SLEEVE. VERIFY BEND IS 45 DEGREES FROM GROUND TO TOWER. THE TOP OF THE UTILITY METER GROUND ROD SHALL BE 6" ABOVE THE SUB-GRADE OR PER
10. LOCAL JURISDICTION REQUIREMENTS.
11. CONTRACTOR SHALL PERFORM MEG TESTS (GROUND RESISTANCE) ON THE GROUNDING SYSTEM. CONTRACTOR SHALL SEND RESULTS TO THE CONSTRUCTION MANAGER. SHALL BE TESTED TO 5 OHMS OR LESS.
12. ALL CONDUCTORS SHALL BE COPPER TYPE THWN OR THHN INSULATION UNLESS OTHERWISE NOTED.

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OVERALL UTILITY PLAN

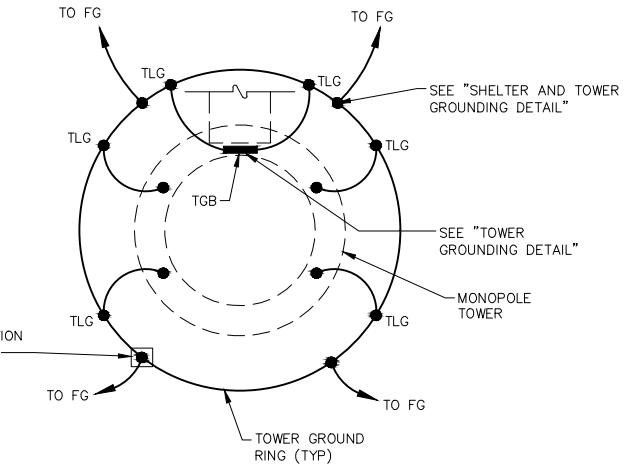
E1



— — — E — — —	PROP. ELECTRIC LINE
— — — GAS — — —	PROP. GAS LINE
	PROP. GROUNDING CONDUCTOR, #2 SOLID BARE COPPER GROUND (36" BELOW GRADE)
	5/8" x 10'-0", COPPER OR STAINLESS STEEL COPPERCLAD GROUND ROD
	5/8" x 10'-0", COPPER OR STAINLESS STEEL COPPERCLAD GROUND ROD W/ INSPECTION WELL
●	CADWELD CONNECTION (EXOTHERMIC WELD)

TYPICAL GROUNDING NOTES

1. ALL METALLIC ITEMS AND FENCE POSTS WITHIN 6' OF THE GROUNDING SYSTEM TO BE BONDED TO GROUND RING.
2. ALL METALLIC ITEMS AND FENCE POSTS WITHIN 20' OF THE SHELTER TO BE BONDED TO GROUND RING.
3. FENCE FABRIC TO BE BONDED PER MOTOROLA R-56 STANDARDS REV C.
4. FENCE FABRIC RUNS LESS THAN 40' SHALL BE BONDED ON ONE END. FENCE FABRIC RUNS GREATER THAN 40' SHALL BE BONDED ON BOTH ENDS.
5. FENCE TOP RAIL TO BE BONDED TO CORNER POSTS ON BOTH ENDS.



TOWER GROUNDING SCHEMATIC

NOT TO SCALE

GROUNDING/ELECTRICAL SYMBOL LIST

	GROUNDING CONDUCTOR, #2 AWG SOLID TINNED COPPER WIRE (UNLESS OTHERWISE NOTED)
	5/8" x 10'-0", COPPER OR STAINLESS STEEL COPPERCLAD GROUND ROD
	5/8" x 10'-0", COPPER OR STAINLESS STEEL COPPERCLAD GROUND ROD W/ INSPECTION WELL
	EXOTHERMIC WELD (CADWELD)
	MECHANICAL CONNECTION
ESG	ELECTRICAL SERVICE GROUND
TSG	TELCO SERVICE GROUND

GROUNDING ABBREVIATIONS

FG	FENCE GROUND: E.C. TO FURNISH AND INSTALL #2 AWG BARE SOLID TINNED COPPER GROUND WIRE AT FENCE POST. GROUND WIRE TO BE ROUTED ALONG FENCE POST AND CADWELDED FOUR (4) PLACES, TOP RAIL, TOP AND BOTTOM OF CORNER POST, AND GROUND RING.
GG	GATE GROUND: SIMILAR TO FENCE GROUND (FG), E.C. SHALL ALSO FURNISH AND INSTALL #2 BRAIDED GATE JUMPER WIRE BETWEEN THE GATE FRAME AND THE GATE POST. CONNECTIONS AT GATE FRAME AND GATE POST TO BE CADWELD.
TG	TOWER GROUND: E.C. TO FURNISH AND INSTALL #2 AWG BARE SOLID TINNED COPPER GROUND WIRE FROM BASE OF TOWER TO TOWER GROUND RING. ALL CONNECTIONS TO BE CADWELDED.
TLG	TOWER LEG GROUND: E.C. TO FURNISH AND INSTALL #2 AWG BARE SOLID TINNED COPPER GROUND WIRE FROM TOWER LEG TO TOWER GROUND RING. ALL CONNECTIONS TO BE CADWELDED. PROVIDE A MINIMUM OF 90 DEGREE SERRATION BETWEEN THE TLG AND TG.
TGB	TOWER GROUND BAR: E.C. TO FURNISH AND INSTALL TWO (2) 20"x4"x1/4" TINNED COPPER GROUND BARS ON THE TOWER. ONE TO BE LOCATED AT ANTENNA MOUNT ELEVATION (ATTACHED TO TOWER STEEL), THE OTHER AT THE BASE OF THE TOWER ADJACENT TO THE ICE BRIDGE (ISOLATED FROM TOWER STEEL).
TCG	TOWER COAX GROUND: E.C. TO FURNISH AND INSTALL TWO (2) #2 AWG BARE SOLID TINNED COPPER GROUND WIRES FROM TOWER GROUND BAR (TGB) TO GROUND RING. ALL CONNECTIONS TO BE CADWELDED.
EGBG	EXTERIOR GROUND BAR GROUND: E.C. TO FURNISH AND INSTALL TWO (2) #2 AWG BARE SOLID TINNED COPPER GROUND WIRES FROM THE EXTERIOR GROUND BAR (EGB) TO GROUND RING. ALL CONNECTIONS TO BE CADWELDED.
CEG	COAX ENTRY GROUND: E.C. TO FURNISH AND INSTALL TWO (2) #2 AWG BARE SOLID TINNED COPPER GROUND JUMPER WIRE FROM COAX ENTRY PANEL TO EXTERNAL GROUND BAR (EGB). ALL CONNECTIONS TO BE CADWELD.
GR	5/8" DIA. x 10' LONG TINNED COPPER CLAD STEEL GROUND ROD DRIVEN VERTICAL TOP OF ROD 30" MIN. BELOW GRADE. SPACING OF GROUND RODS 10' MAX. ALL CONNECTIONS TO BE CADWELDED.

NOTE:

ALL GROUND LEADS AT TOWER, ICE BRIDGE SUPPORT POSTS, FENCE POSTS, ETC. TO BE ROUTED IN 1/2" NON-METALLIC PVC FLEX CONDUIT. GROUND LEADS TO BE ROUTED IN 1/2" NON-METALLIC PVC RIGID CONDUIT SECURED TO BUILDING WALL WITH AT LEAST ONE (1) NON-METALLIC CONDUIT CLAMP 36" MAX. SPACING. CONDUIT TO BE 4" MAX. FROM APPLIANCE CONNECTION AND EXTEND 18" MIN. BELOW GRADE.

SITE # 30003
'MUSKOGON
CENTRAL DISPATCH'

CITY OF MUSKOGON
MUSKOGON COUNTY
MICHIGAN

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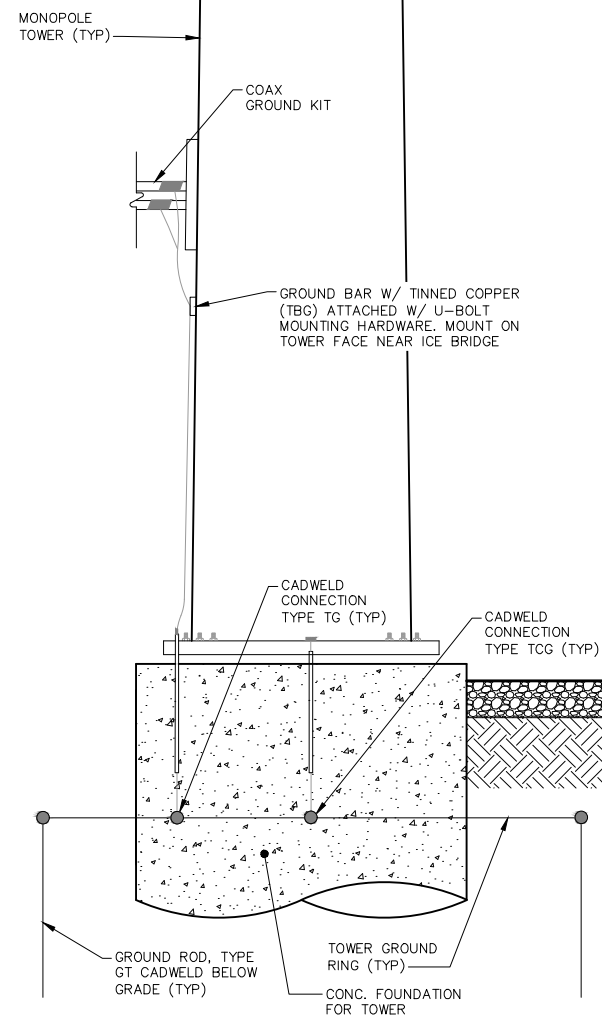
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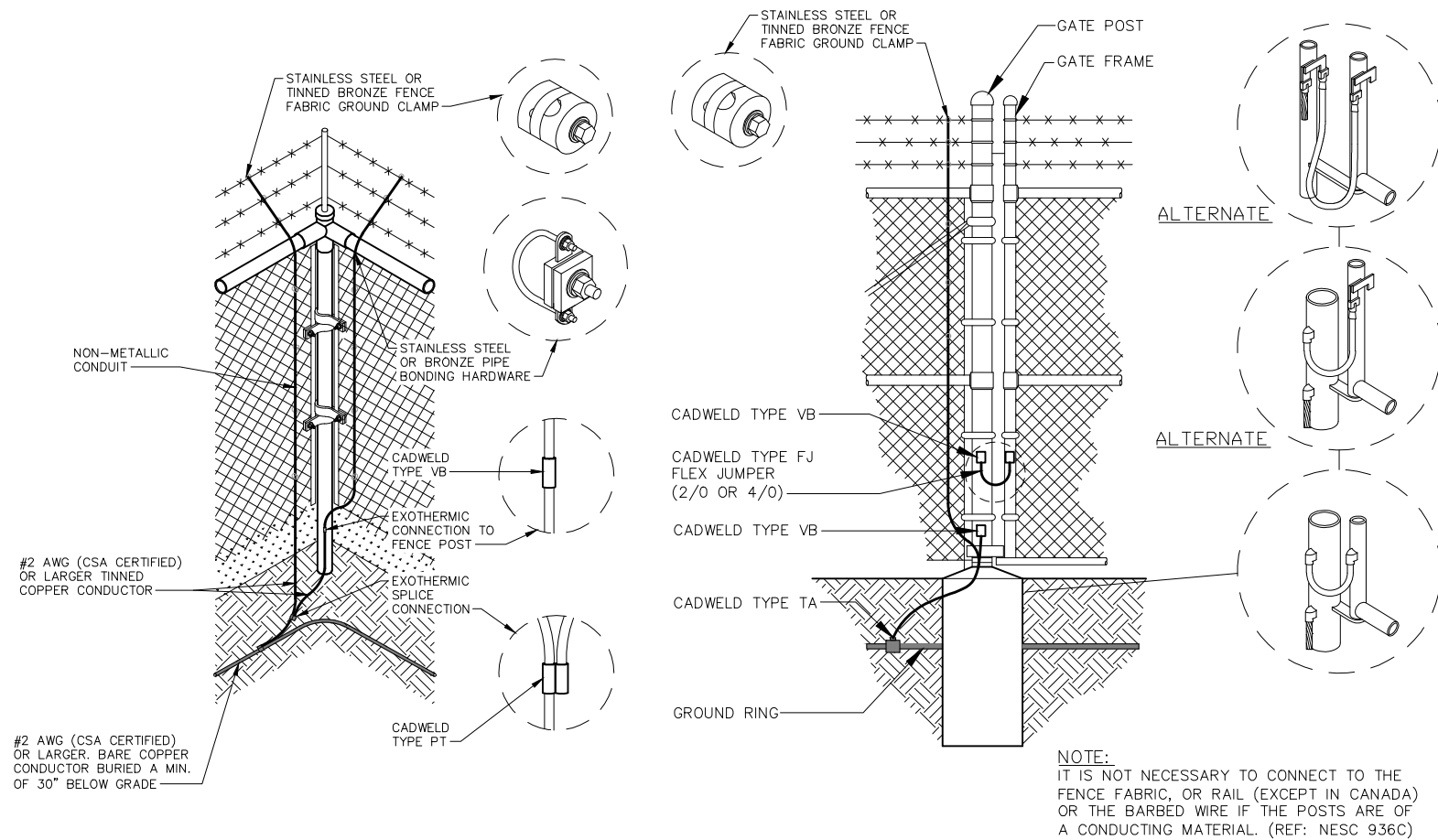
TOWER GROUNDING SCHEMATIC

E3



TOWER GROUNDING DETAIL

1



FENCE POST AND GATE GROUNDING DETAILS

2

[illegible]

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ELECTRICAL GROUNDING DETAILS

E4



GROUNDING ELECTRODE DETAIL

1



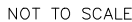
TOWER GROUNDING DETAIL

2



GROUND ROD DETAIL

3



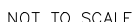
GROUND BAR INSTALLATION DETAIL

4



INSPECTION WELL DETAIL

5



TOWER GROUND BAR DETAIL

e



CADWELD CONNECTION VARIATIONS

7

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ELECTRICAL GROUNDING DETAILS

E5

SHEET 12 OF 12

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: July 14, 2020	Title: Marina & Launch Ramp Parking Ordinance Amendments
Submitted By: Jeffrey Lewis	Department: Public Safety
Brief Summary: 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	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Approval of amended ordinances for Marina and Launch Ramp Parking.	
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 Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 58, "Parks and Recreation," of the Code of Ordinances of the City of Muskegon is amended to add the following:

Sec. 58-5. Recognize the Department of Public Works as successor to the Department of Leisure Services; establish fines for violations.

- (a) For purposes of Article II, Department of Leisure Services, the City hereby appoints the Department of Public Works as the successor to the Department of Leisure Services, the Director of the Department of Public Works as the successor to the Director of Leisure Services and permits the Director of Public Works to appoint a designee.
- (b) The minimum fines for violating City Code Sections 58-2, 58.3, 58-33 and 58-34 shall be as specified in City Code Section 92-74.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of _____, 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
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2020, the City Commission of the City of Muskegon adopted an amendment to Chapter 58 "Parks and Recreation," to add Section 58-5 of the Code of Ordinances of the City of Muskegon, whereby the following change was made:

1. Section 58-5 names the Department of Public Works as the successor to the Department of Leisure Services and establishes the minimum fine for violating Sections 58-2, 58-3, 58-33 and 58-34.

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

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2020

By:

Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

**CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. ____**

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 92, Article V of the Code of Ordinances of the City of Muskegon, Michigan, Section 92-73 are amended to read as follows:

Chapter 92, "Local Parking Restrictions" Section 73 "Parking violations bureau; minimum parking fines," of the Code of Ordinances of the City of Muskegon is amended as follows:

Sec. 73. "Parking violations bureau; minimum parking fines,"

(1) Pursuant to the provisions of state law MCL 600.8395, there is hereby established within the city a parking violations bureau to accept pleas of responsible in motor vehicle parking violation cases and to collect and retain fines and costs as prescribed by ordinance.

(2) Upon pleading responsible or being found responsible by a court, the fines for parking violations shall be as follows:

(2.1) Level 1 parking violations.

<i>Code 92-71(1)</i>	<i>Offense</i>
LO1	Violation of angle parking/backed into space signs
LO2	Too far from curb
LO2	Parking facing traffic
LO3	Loading zone, passenger zone (bus/taxi cab zone)
w	Parking overtime excluding at Pere Marquette Beach
x	Meter parking

The penalties for level 1 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$10.00	\$20.00	\$30.00	\$60.00

(2.2) Level 2 parking violations.

<i>Code § 92-71(1)</i>	<i>Offense</i>
a	Parking on sidewalk
b	Blocking driveways
c	Within an intersection
e	In a crosswalk
f	Within 20 feet of a crosswalk or within 15 feet of property lines at intersection
g	Too close to a flashing beacon, stop sign, yield sign, traffic control signal, or other traffic sign
h	In a safety zone
i	Too close to railroad
j	Too close to fire station entrance
k	Parking: obstruct traffic
m	Parking on a bridge or in a tunnel
n	Posted prohibited parking; parking violation of any posted signs

o	Parking within 500 feet of an accident
p	Parking in front of a theater
q	Blocking emergency exits
r	Blocking fire escape
v	Within 500 feet of a fire or fire apparatus (except volunteers and vehicles legally parked before the fire)
y	Obstruct mail delivery
z	Alley parking
LO4	Front and side yard parking
LO7	Parking on terrace or parkway
LO9	2a-6a parking prohibited
LO10	Commercial vehicles
LO11	Unattached trailers and semitrailers
LO12	Display of "for sale" sign while parked on city street or terrace
	Other violations
LO14	Unattended vehicles (running)

The penalties for level 2 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	If paid after 30 days
\$15.00	\$30.00	\$45.00	\$70.00

(2.3) Level 3 parking violations.

<i>Code § 92-71(1)</i>	<i>Offense</i>
d	Too close to a fire hydrant
l	Double parking
LO6	Parking outside the lines
LO8	Parking in a public park after 11:00 p.m. and before 5:00 a.m.
LO13	Prohibited off-road vehicular traffic
	Other violations in any city parks

The penalties for level 3 parking violations are as follows:

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	After 30 days
\$20.00	\$40.00	\$60.00	\$80.00

(2.4) Level 4 parking violations.

<i>Code § 92-71(1)</i>	<i>Offense</i>
LO5	Abandoned Vehicle

If paid within 14 days	If paid after 14 days but before 21 days	If paid after 21 days but before 30 days	If paid after 30 days
\$20.00	\$40.00	\$60.00	\$80.00

(2.5) Any other violation of the parking provisions which are not listed in the above schedules shall be considered level 2 parking violations and shall carry the penalties set forth above for level 2 violations, except that:

- a) Code § 92-71(1)(s)(t)(u). Spaces for disabled persons. Unlawful parking in a space reserved for persons with disabilities as defined in applicable state law shall carry a minimum of \$105.00, which shall increase to \$210.00 after the first 14 days after the violation, and \$315.00 after 30 days;
- b) Code § 92-71(1)(aa). Fire lane. Unlawful parking in a fire lane shall carry a minimum of \$30.00, which shall increase to \$60.00 after the first 14 days, after 21-30 days the violation will be \$90.00 and \$120.00 after 30 days;
- c) Code 92-71(1)(LO15) shall carry a fine of \$30 per calendar day; and
- d) Code 92-71(1)(w), limited to parking overtime at Pere Marquette Beach shall carry a fine of \$20 per violation.

2. This Ordinance is to become effective ten (10) days after adoption.

Ayes:

Nays:

First Reading:

Second Reading:

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 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.

Date: _____, 2020

Ann Marie Meisch, MMC
City Clerk

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2020, the City Commission of the City of Muskegon amended Chapter 92, Article V, Section 92-73(2.4) is amended of the Muskegon City Code, summarized as follows:

1. Section 92-73(2.4) is amended to reduce the fines.

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

This ordinance amendment is effective ten (10) days from the date of this publication.

Published: _____, 2020

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

**City of Muskegon
Muskegon County, Michigan
Ordinance Amendment No. _____**

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 92, "Local Parking Restrictions," of the Code of Ordinances of the City of Muskegon is amended to add the following:

Sec. 74. Marina Parking Restrictions; violation as a municipal civil infraction; Public Boat Launch Permit violation fines:

- (1) A vehicle, without a trailer, shall not be parked, except if necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic-control device, within 50 feet of a public boat launch, with or without a permit or within an area marked for boat and trailer parking, with or without a permit.
- (2) Pursuant to the provisions of state law MCL 600.8395, it is hereby established within the city a parking violations bureau to accept pleas of responsibility in motor vehicle parking violation cases and to collect and retain fines and costs as prescribed by ordinance. Upon pleading responsible or being found responsible by a court, the fines for parking in violation of Section 92-74(1) shall carry a minimum fine of \$35.00, which shall increase to \$70.00 after the first 14 days after the date of the violation, to \$105.00 after 21 days after the date of the violation, and to \$130.00 after 30 days after the date of the violation.
- (3) Pursuant to City of Muskegon Ordinance 58-34, any person who uses a launch ramp in violation of 58-3, shall be responsible for a municipal civil infraction. Upon pleading responsible or being found responsible by a court, the fines for boat launch permit violations in a Marina shall be as follows:
 - (a) Code 58-3. Launching a boat from the city launch ramp without a Launch Ramp Permit are in violation of this section and shall require the purchase of a permit plus a minimum fine of \$35.00, which shall increase to \$70.00 after the first 14 days after the date of the violation, to \$105.00 after 21 days after the date of the violation, and to \$130.00 after 30 days after the date of the violation; and
 - (b) Code 58-3. Commercial vehicles without a Commercial Launch Ramp Permit are in violation of this section and shall require the purchase of a permit plus a minimum fine of \$100.00 plus the cost of a permit, which shall increase to \$200.00 after the first 14 days after the date of the violation, to \$300.00 after 21 days after the date of the violation, and to \$350.00 after 30 days after the date of the violation; and

- (4) Code 58-3. Vessels larger than 30 feet, or transported with three or more axles, shall not use the City of Muskegon launch ramp facilities. Pontoon boats are excluded. Unlawful use of the launch ramp facilities shall carry a minimum fine of \$100.00, which shall increase to \$200.00 after the first 14 days after the date of the violation, to \$300.00 after 21 days after the date of the violation, and to \$350.00 after 30 days after the date of the violation.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the ____ day of _____, 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
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2020, the City Commission of the City of Muskegon adopted an amendment to Chapter 92 "Traffic and Vehicles," to add Section 92-74(1)-(3) of the Code of Ordinances of the City of Muskegon, whereby the following change was made:

1. 92-74(1) Explains parking violations in a Marina;
2. 92-74(2): Explains the fines for parking violations in a Marina; and
3. 92-74(3): Explains the fines for a violation under Ordinance 58-3 "Public Boat Launch Permit."

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

This ordinance amendment is effective ten (10) days from the date of this publication.

CITY OF MUSKEGON

Published: _____, 2020

By:

Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 12, 2020	Title: Approval of Sale: City Home at 567 Leonard Avenue
Submitted By: Oneata Bailey	Department: Community & Neighborhood Services
Brief Summary: 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.	
Detailed Summary:	
Amount Requested: \$	Amount Budgeted: \$
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the resolution and direct the CNS staff to 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:	

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE SALE OF
HUD PROPERTY AT 567 LEONARD AVENUE

WHEREAS, the City of Muskegon is dedicated to the redevelopment of its neighborhoods and;

WHEREAS, the City of Muskegon is dedicated to promoting high quality affordable single-family housing in the community and;

WHEREAS, the City of Muskegon is dedicated to promoting homeownership throughout its neighborhoods;

NOW THEREFORE, BE IT RESOLVED that the City Commission hereby approves the sale of the property at 567 Leonard to Dennis Hershey. This home has been rehabilitated by Community and Neighborhood Services Department through the Home-Buyer Program.

Adopted this 15th of July, 2020.

Ayes:

Nays:

By _____
Stephen J. Gawron, Mayor

By _____
Ann Marie Meisch, MMC City Clerk